

Party Rental, Ltd.  
200 North Street  
Teterboro, New Jersey 07608  
(201) 727-4722



November 15, 2002

VIA: Certified Mail/RRR #7099 3400 0015 9710 4638

Seth Ausubel  
Remedial Project Manager  
United States Environmental Protection Agency, Region II  
Emergency and Remedial Response Division  
290 Broadway, 19<sup>th</sup> Floor  
New York, NY 10007-1866

Re: Party Rental Limited Response to EPA  
CERCLA Request for Information (104e)  
Berry's Creek Study Area, Bergen Co., NJ

Dear Mr. Ausubel:

This letter serves as Party Rental, Ltd's response to your CERCLA 104e Request for Information for the referenced matter dated October 17, 2002. Our response is set forth in the order presented in your request.

Response

- 1a. Party Rental, Ltd.  
200 North Street  
Teterboro, NJ 07608
- 1b. Party Rental; Tenant  
S Corporation, State of New Jersey
- c. Michael Halperin, Vice President  
Arlene S. Halperin, President  
200 North Street  
Teterboro, NJ 07608
- d. Not Applicable
- e. New Jersey  
Arlene S. Halperin, President  
200 North Street  
Teterboro, NJ 07608
- f. Not Applicable



1b-e.

(Supplemental)

Property owner for 200 North Street - TLG Holdings, LLC, a New Jersey limited liability company, Michael Halperin, member.

Property owner for 400 North Street - PB Teterboro, LLC, a New Jersey limited liability company, Michael Halperin, member.

2. 200 North Street  
Teterboro, NJ 07608  
Block 307; Lot 9  
108,270 square foot building with parking lot  
  
400 North Street  
Teterboro, NJ 07608  
Block 303; Lot 8  
Approximately 1 acre 30,000 square foot building
3. Party Rental, Ltd. rents equipment (tents, chairs, table clothes, glassware, silverware, etc.) for parties. Dishwashing and spray booth painting of furniture at 200 North Street. Sewing and laundering of linens at 400 North Street. Office and truck loading and parking (trucks leased from third party). No vehicle maintenance is done on leased vehicles.
4. Party Rental leased 400 North Street from North Green Enterprises from July 2, 1984 to October 2000. It now leases from PB Teterboro, LLC since October 5, 2000. Party Rental subleased 200 North Street from T. Rivmont Inc. prior to June 25, 1990 to 1984 and from RC Realty Associates from February 13, 1997 to June 20, 2000. It now leases from TLG Holdings, LLC since June 2000.  
  
Landlord's representative was Robert Potdevin, Sr., c/o R. C. Realty Associates, 26 Fairfield Place, West Caldwell, NJ 07006. Leases are attached.
5. 200 North Street: Potdevin Machine Co. – metal cutting and molding, machine fabricator, and assembler.  
400 North Street: Brighton Best Socket and Screw Manufacturing Co. (SIC# 3541) manufactured machined products such as sockets, bolts, and screws.
6. Party Rental operated in the City of Englewood (40 West Street) prior to moving to Teterboro. It leased its Englewood location from Forty West Realty Co., a NJ partnership (Michael Halperin, Partner). City condemned the property. The property became part of Special Improvement District.

7a & b See 3 above.

- c. None
- d. See 4a above.
- 8. Not applicable.
- 9. Hazardous Waste associated with tank closure at 400 North Street generated once. No generation of hazardous waste at 200 North Street location.
- 10. Bergen County Utilities Authority permit for laundry and dishwasher wastewater.  
  
EPA ID Number for hazardous waste at 400 North Street (one time clean up) NJD075429241 in 1988.  
  
Fire Hazard Registration for paint – 200 North Street.  
  
NJDEP Air Permit for spray booth at 200 North Street - IP01527.  
(Copies of permits attached)
- 11. Dishwashing and laundry detergents  
Krylon paint for touching up furniture  
Industrial enamels for furniture  
Oil based stains for furniture
- 12. 5-gallon containers – 75 to 80 gallons total stored in fireproof room – 200 North Street.  
Materials used inside buildings. Paint in spray booth (200 North Street).
- 13. No materials shipped off. Wastewater discharged to BCVA sewer by permit.  
Name of transportation of soils from UST closure at 400 North Street unavailable.
- 14. Not applicable.
- 15. Company not involved in remediation. See Preliminary Assessment Report and NJDEP ISRA files below. Prior operators that leased (Potdevin and Brighton) subject to New Jersey Industrial Site Recovery Act (previously known as Environmental Cleanup Responsibility Act). Case Numbers are identified below:

Brighton: E98493. No further action letter issued.

Potdevin: E98313. 97-09-1247-24 (UST). Case ongoing – Heating oil in soil and groundwater. Petroleum and VOC treatment system is operated by Potdevin Machine Company.

16. Company not involved with spills, leaks, or releases. See DEP cases above.  
North Green Enterprises      Care of: David Bole, Esq.  
West 115 Century Road  
Paramus, NJ 07652
- Potdevin Machine Co.      Care of: Heidi S. Minuskin, Esq.  
McElroy Deutch & Mulvaney  
1300 Mount Kemble Avenue  
Morristown, NJ 07962
- J. David Calvert (Environmental Consultant)  
Matrix Engineering, Inc.  
170 Highway 35  
Red Bank, NJ 07701
17. Chemicals listed have not been released by Party Rental. (See certification).
18. None.
19. None.
20. N/A
21. Alan Gottlich, CFO, Party Rental  
(leasehold information and corporate information)  
200 North Street, Teterboro, NJ. 07608  
Gerard Cicarelli, Party Rental  
(local permits and hazardous substance use)  
200 North Street, Teterboro, NJ.  
Daniele Cervino, Esq., attorney for Party Rental, Ltd.  
178 Larch Avenue, Bogota, NJ 07603  
(Monitors studies by prior operators)
- Michael Halperin  
City of Englewood relationship
22. EPA ID Number deactivation notice  
Air permit letter dated April 28, 2000.
- GZA Preliminary Assessment Report dated November 1998.
- Matrix Preliminary Assessment Report dated October 30, 1998.
- BCUA permit dated September 1, 2002.



**Seth Ausubel**  
**USEPA, Region 2**  
**Emergency and Remedial Response Division**  
**November 15, 2002**

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Encl. Certification attached.

cc: Clay Monroe (w/encl.)  
Assistant Regional Counsel  
Office of Regional Counsel  
290 Broadway, 17<sup>th</sup> Floor  
New York, NY 10007-1866

# CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey

County of Bergen

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are some significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that my company is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the company's response thereto should become known or available to the company.

Michael J. Halperin

NAME (print or type)

Vice President

TITLE (print or type)

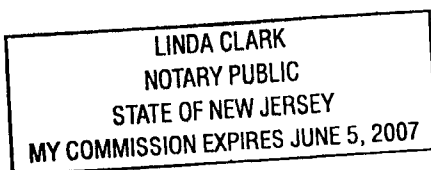
Michael J. Halperin

SIGNATURE

Sworn to before me this 15<sup>th</sup> day of November, 2002.

Linda Clark

Notary Public



# Request for Information Regarding Chemical Releases to the Berry's Creek Study Area

\* \* \*

**Instructions:** As instructed in Question 17, please complete this form by marking the appropriate spaces. Indicate whether each of the chemicals listed has ever been released from the Site to the Berry's Creek Study Area, including creeks, ditches, or other water bodies, or wetlands. Follow additional instructions below. Return the completed form along with your other responses to the Request for Information in the Matter of the Berry's Creek Study Area, Bergen County, New Jersey. N/A signifies no information available.

	Yes	No	N/A
acenaphthene		X	
acenaphthylene		X	
anthracene		X	
aluminum		X	
antimony		X	
arsenic		X	
benz(a)anthracene		X	
benzene		X	
benzo(a)pyrene		X	
benzo(b)fluoranthene		X	
benzo(g,h,i)perylene		X	
benzo(k)fluoranthene		X	
bis(2-ethylhexyl)phthalate		X	
butyl benzyl phthalate		X	
cadmium		X	
chlorinated dibenzo-p-dioxins (if "yes", please list specific dioxin compounds on a separate sheet)		X	
chlorinated dibenzofurans (if "yes", please list specific compounds on a separate sheet)		X	
chlorobenzene		X	
chloroform		X	
chromium		X	
chrysene		X	
copper		X	
cyanide		X	
dibenz(a,h)anthracene		X	
dichlorobenzene		X	
1,2-dichloroethene		X	
di-n-butyl phthalate		X	
1,2-dichlorobenzene		X	
1,2-dichloroethane		X	
dieldrin		X	
di-n-octyl phthalate		X	
ethylbenzene		X	
fluoranthene		X	

	Yes	No	N/A
fluorene		X	
hexachlorobenzene		X	
indeno(1,2,3-cd)pyrene		X	
lead		X	
manganese		X	
mercury		X	
methylene chloride		X	
methyl ethyl ketone		X	
methyl mercury		X	
2-methylnaphthalene		X	
naphthalene		X	
nickel		X	
pentachlorophenol		X	
petroleum hydrocarbons		X	
phenanthrene		X	
phenol		X	
polychlorinated biphenyls (if "yes" please list specific congeners and aroclors on a separate sheet)		X	
polycyclic aromatic hydrocarbons (if "yes", please list specific compounds on a separate sheet, if not listed on this page)		X	
pyrene		X	
selenium		X	
silver		X	
1,1,2,2-tetrachloroethane		X	
tetrachloroethylene		X	
thallium		X	
toluene		X	
1,2-trans dichloroethylene		X	
1,1,1-trichloroethane		X	
trichloroethylene		X	
vinyl chloride		X	
xylene		X	
zinc		X	

CARLAD CICCARELLI  
Name of person completing form

LAETI RENTAL L.T.D.  
Company

200 AND 400 NORTH STREET  
Site (as defined in the "Instructions")  
TEVERBONO N.J.



# Notice of Authorization

Permit No.:  
02-0338

Issuance Date:  
9/1/02

Effective Date:  
9/1/02

Expiration Date:  
8/31/03

Issued to:  
Party Rental Ltd.

For Activity/Facility at:  
400 North Street  
Teterboro, NJ 07608

Owner:  
400 North Street  
Teterboro, NJ 07608

Type of Business:  
Dishwashing, Laundry

Issued By:  
Compliance Department

Type of Permit:

## A Permit To:

Discharge process wastewater from dishwashing and laundry operations into the Bergen County Utilities Authority Little Ferry Treatment Plant, via the Borough of Teterboro sanitary sewer collection system, in accordance with wastewater discharge limitations, monitoring requirements, and other requirements set forth in the permit on file at the facility.

  
BCUA Authorization  
John Dinice, IPP Coordinator

*BCUA Spill Emergency or Non-Compliance Notification  
Hotline (201) 641-2552 (24 hrs. a day, 7 days per week.)*

**BERGEN COUNTY UTILITIES AUTHORITY**

*THIS NOTICE MUST BE CONSPICUOUSLY DISPLAYED AT THE ACTIVITY/FACILITY  
SITE.*


**BERGEN COUNTY UTILITIES AUTHORITY**  
**INDUSTRIAL WASTEWATER DISCHARGE PERMIT**

<u>Company ID #:</u>	<u>Effective Date:</u>	<u>Expiration Date:</u>
0338	9/1/02	8/31/03
<u>Name and Address of Permittee:</u>		<u>Location of Activity/Facility:</u>
Party Rental Ltd 400 North Street Teterboro, New Jersey 07608		400 North Street Teterboro, New Jersey 07608
<u>Type of Permit:</u> Noncategorical		
<u>Flow Category:</u>	10,000 - 24,999 gpd	<u>Annual Fee:</u> \$2,520.00

In accordance with all terms and conditions in the "Rules and Regulations for the Direct and Indirect Discharge of Wastewater to the Bergen County Utilities Authority Treatment Works", the provisions by which are incorporated in this permit, and applicable provisions of Federal and/or State regulation, permission is hereby granted to discharge process wastewater into the Bergen County Utilities Authority Little Ferry Treatment Plant, via the Borough of Teterboro sanitary sewer collection system, in accordance with wastewater discharge limitations, monitoring requirements, and other requirements set forth in the following tables hereof.

This permit is granted in accordance with the Industrial Wastewater Discharge Permit Application and Questionnaire and accompanying documentation, filed with the Authority, and are considered part of this permit. Industrial Wastewater Discharge Permits are issued for a specific operation. The permittee shall promptly notify the Authority in advance of any changes in operation, process, flow, or discharge. A permit shall not be reassigned or transferred, sold to a new owner, new user, different premises or a new or changed operation without prior written approval of the Authority. If, upon application, the Authority decides that the existing permit can be transferred with no modifications, the succeeding owner or user shall comply with the terms and conditions of the existing permit for the balance of the permit's duration.

Be advised that while the permit is in force, additional information may be required to be submitted and/or discharge limitations may be changed to reflect changes in applicable Federal, State and local regulations. The Permittee hereby agrees to the aforementioned.

  
John Dinice  
Industrial Pretreatment Program Coordinator

General Conditions

## A. Discharge Prohibitions

1. The permittee shall not discharge, or allow to be discharged, directly or indirectly into the Authority Treatment Works or local sewer system connected thereto any pollutants or wastewater which:

- a) causes or would cause the influent at the Authority's treatment plant to exceed the following headworks limitations at the Authority's treatment plant:

<u>Pollutant</u>	<u>Headworks Limitation (mg/L)</u>
Arsenic	0.002
Cadmium	0.006
Chromium (T)	0.132
Copper	0.151
Lead	0.189
Mercury	0.002
Nickel	0.138
Silver	0.100
Zinc	0.328
Phenols	0.771

- b) contain prohibited material or substances as specified under the Rules and Regulations for the Direct and Indirect Discharge of Wastewater to the Bergen County Utilities Authority Treatment Works (Rules and Regulations), except upon approval of the Authority, or except as otherwise expressly permitted by Federal or State laws and regulations; or
    - c) are not in conformance with a permit, administrative order, administrative consent agreement, including interim enforcement limits or other approval issued by the Authority; or
    - d) exceed the limitations set forth by EPA pursuant to Section 307 of the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 466 et seq. or the New Jersey Department of Environmental Protection pursuant to Section 4 of the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.
2. In no case shall the permittee's discharge have a flow rate or contain concentrations of pollutants that exceed, for any fifteen (15) minute period, more than five (5) times the approved daily maximum concentration, flow or mass discharge during normal operation as stated in the permit.
3. The permittee shall not discharge directly or indirectly into the local sewer system or Authority Treatment Works, any wastes or wastewater which cause, threaten to cause, or are capable of causing either alone or by interaction with other substances:

- a) a fire or explosion hazard, including but not limited to, wastestreams with a closed cup flash point of less than 140 °F or 60 °C using the test methods specified in 40 CFR 261.21;
  - b) obstruction of flow or injury to the local sewer system or the Authority Treatment Works;
  - c) toxic gases, vapors or fumes that may cause acute health or safety problems of personnel operating or maintaining the system or to the public;
  - d) prevention of the effective operation or maintenance of the local sewer system or the Authority Treatment Works;
  - e) a strong offensive odor or air pollution by the release of toxic or malodorous gases or malodorous gas-producing substances;
  - f) interference with the Authority's treatment plant;
  - g) the Authority's effluent or any other product of the treatment process, residues, sludges, or scums, to be unsuitable for reclamation and reuse or disposal or to interfere with the reclamation and/or disposal process;
  - h) a detrimental environmental impact or a nuisance in the waters of the State or a condition unacceptable to any public agency having regulatory jurisdiction over same or the right to withhold funds as a result thereof;
  - i) discoloration or any other condition in the quality of the Authority Treatment Works effluent such that receiving water quality requirements established by law cannot be met;
  - j) conditions at or near the Authority Treatment Works which violate any statute or any rule, regulation, or ordinance of any public agency, federal, state, county or local regulatory body;  
or
  - k) the Authority Treatment Works to be overloaded or cause excessive Authority collection or treatment costs.
4. The permittee shall not discharge storm water, groundwater, rain water, street drainage, subsurface drainage, floor or yard drainage, or unpolluted water to any new direct or indirect connections to any separate sanitary sewer in the local sewer system or to the Authority Treatment Works.
5. The permittee shall not discharge storm water, groundwater, rain water, street drainage, subsurface drainage, floor or yard drainage, or unpolluted water through any new direct or indirect connection to any combined sewer system in a local sewer system unless approval is granted by the Authority prior to such discharge. Approval shall be granted when no reasonable alternate method of disposal is available.
6. The permittee shall not discharge or cause to be discharged, any radioactive material directly or indirectly into the local sewer system or the Authority Treatment Works except:

- a) when the permittee is authorized to use radioactive materials by the New Jersey Department of Environmental Protection, the United States Nuclear Regulatory Commission or other governmental agency empowered to regulate the use of radioactive materials; and
  - b) when the waste is discharged in strict conformity with current New Jersey Department of Environmental Protection and United States Nuclear Regulatory Commission regulations and recommendations for safe disposal, and when the permittee is in compliance with all rules and regulations of all other applicable regulatory agencies.
7. The permittee shall not discharge waste from garbage grinders directly or indirectly to the local sewer system or the Authority Treatment Works through any new connection except:
- a) wastes generated in preparation of food normally consumed on the premises; or
  - b) where the permittee has obtained approval for that specific use from the Authority and agrees to undertake whatever self-monitoring is required to enable the Authority to equitably determine the charges and fees based on the waste constituents and characteristics. An approved access point for monitoring and sampling sewage must be made available by the permittee. Such grinders must shred the waste to a degree that the discharge is shredded so that all particles will be carried freely under normal flow conditions prevailing in the local sewer system or the Authority Treatment Works. Plastic, glass, rags, paper or wood products, inert materials, garden refuse or any other commercial or industrial solid wastes shall not be discharged through a garbage grinder directly or indirectly to the local sewer system or the Authority Treatment Works.
8. The permittee shall not make any new connections to the local sewer system or discharge any wastes directly or indirectly to the local sewer system through any new connection unless such connection has been approved by the Executive Director except indirect 4" residential lateral connections. The permittee shall not discharge any substances directly into a manhole or other opening leading to the local sewer system or the Authority Treatment Works that was not designed or intended to receive such wastes, unless the Authority approves such discharge and the discharge location.
9. The permittee shall not discharge any holding tank wastes directly or indirectly to the local sewer system or the Authority Treatment Works through any connection unless the permittees received prior approval from the Authority.
10. The permittee shall not discharge directly or indirectly to the local sewer system or the Authority Treatment Works any wastes or wastewater having heat in amounts which will inhibit the biological activity at the Authority's Treatment Plant, but in no case shall the wastewater temperature at the Treatment Plant exceed 40 °C (104 °F).
11. Any effluent limitations and other requirements promulgated by the United States Environmental Protection Agency, the New Jersey Department of Environmental Protection, or any other governmental entity having jurisdiction shall apply in any instance where they are more stringent than those set forth in this permit. The Authority may also supplement this permit with more stringent requirements if it determines that this permit:



- a) may not be sufficient to enable the Authority to comply with the standards and limitations specified in the Authority's National or New Jersey Pollutant Discharge Elimination System Permit; or
  - b) may not adequately limit the wastes received into the Authority Treatment Works so as to prevent interference, pass through, or impeding of operations or so as to allow the disposal or sale of solids or sludges or the recovery of by-products or energy therefrom.
12. When the Authority shall prohibit, establish pretreatment standards, or other otherwise limit the discharge of any substance or pollutant, the permittee will be required to modify the discharge of the substances to the sewers to the levels so prescribed.
13. The permittee shall not increase the use of process or cooling water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or any other pollutant-specific limitation developed by the Authority or NJDEP.
14. Connections to the local sewer system shall be designed and constructed to conform to the requirements and procedures set forth in the Authority's "Standards for Connection to Authority Sewers and Related Requirements" (Appendix A) of the Rules and Regulations, and all applicable State and local building and plumbing codes. All such connections shall be subject to the inspection and approval of the Authority.

#### B. Record-Keeping Requirements

1. Permittee shall maintain records of all information resulting from any monitoring activities required by this permit. Such record shall include for all samples:
- a) The date, exact place, method, and time of sampling and the names of the person or persons taking the samples;
  - b) The dates analyses were performed;
  - c) The individual(s) who performed the analyses;
  - d) The analytical techniques/methods use; and
  - e) The results of such analyses.
2. Permittee shall be required to retain for a minimum of 5 years any records of monitoring activities and results, whether or not such monitoring activities are required by this permit and shall make such record available for inspection and copying by the Authority and NJDEP. This period of retention shall be extended during the course of any unresolved litigation regarding the permittee or when requested by the Authority or NJDEP.

#### C. Reporting Requirements

##### 1. Slug Loadings

- a) Permittee shall notify the Authority immediately of all discharges that could cause problems to the Authority's treatment works including any slug loadings. A slug loading is any discharge of a non-routine episodic nature including, but not limited to an accidental spill or a non-customary batch discharge.

- b) A notice shall be permanently posted on the bulletin board or other prominent place advising all employees of the responsible person to call in the event of an accidental or non-compliance discharge. This person shall be responsible for initiating emergency notification procedures in accordance with this permit. Permittees shall insure that all employees who could cause such an accidental or non-compliance discharge to occur are advised of the emergency notification procedure.

2. Additional Self-Monitoring

- a) If sampling performed by the permittee indicates a violation, the permittee shall notify the BCUA within 24 hours of becoming aware of the violation. The permittee shall also repeat the sampling and analysis and submit the results of the repeat analysis to the BCUA within 30 days after becoming aware of the violation.
- b) The permittee shall be required to file monthly reports if the permittee:
  - (i) in any month commits a serious violation or fails to submit a completed self-monitoring report and such failure to report continues unabated following thirty (30) days notice from the BCUA; or
  - (ii) exceeds an effluent limitation for the same pollutant at the same discharge point source by any amount for four (4) out of six (6) consecutive months, if the permittee files monthly self-monitoring reports; or
  - (iii) reports an effluent value that causes the permittee to be a serious violator for one or more parameters for which the permittee is required to report less frequently than monthly.
  - (iv) The monthly reporting requirement shall apply to those constituents that triggered the violations noted in (b)(i)-(iii) above. The reporting requirements stipulated in the permit shall be restored if the permittee has not committed any of the violations identified in (b)(i)-(iii) above for six (6) consecutive months. The term "Serious Violation" shall be as defined in Article II of the Authority's Rules and Regulations.

3. Non-compliance Reporting

- a) Permittee shall be required to report any exceedance of an effluent limitation that causes injury to persons, or damage to the environment, or poses a threat to human health or the environment, within two (2) hours of its occurrence, or of the permittee becoming aware of its occurrence.
- b) Within twenty-four (24) hours of an event described in (a) above, or of an exceedance, or of becoming aware of an exceedance of an effluent limitation for a toxic pollutant, a permittee shall provide as such additional information on the discharge as may be required by the Authority, including an estimate of the danger posed by the discharge to the environment,

whether the discharge is continuing and the measures taken or being taken to remediate the problem and any damage to the environment, and to avoid a repetition of the problem.

- c) Permittee shall report to the Authority any serious violation within thirty (30) days of the violation, together with a statement explaining the nature of the serious violation and the measures taken to remedy the cause or prevent a recurrence of the serious violation.
- d) Permittee shall notify the Authority in advance of any change in the quality or quantity of any pollutant introduced into the Authority's Treatment Works or a local sewer system. The notification shall estimate the effects of the changes on the effluents to be discharged to the Authority.

#### 4. Hazardous Waste Reporting

- a) The permittee shall notify the Authority, the USEPA Regional Waste Management Division Director, and NJDEP in writing of any discharge into the Authority's Treatment Works, Intercepting Sewer or Local Sewer of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the USEPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the permittee discharges more than 100 kilograms of such waste per calendar month to the Authority's Treatment Works, Intercepting Sewer or Local Sewers, the notification shall also contain the following information to the extent such information is known and readily available to the permittee: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. All notification for existing sources must take place within 180 days after the discharges of the listed or characteristic hazardous waste. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted in accordance with the Authority's Rules and Regulations. The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of Section III – Monitoring Schedule of this permit.
- b) Dischargers are exempt from the requirements of paragraph (a) above during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e) requires a one-time notification. Subsequent months during which the permittee discharge more than such quantities of any hazardous waste do not require additional notification.
- c) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substances as a hazardous waste, the permittee must notify the Authority, the EPA Regional Waste Management Waste Division Director, and NJDEP of the discharge of such substance within ninety (90) days of the effective date of such regulations.

- d) In the case of any notification made under paragraphs (a) – (c) above, the permittee shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

D. Other Requirements

1. The Authority shall have the right of entry to all premises in which a discharge source is or might be located or in which monitoring equipment or records required by a permit are kept, for purposes of inspection, sampling, copying or photographing.
2. The Authority shall have the right to perform an inspection and sample the effluent of a permittee at such times and at such frequencies as the Authority deems necessary to confirm compliance with pretreatment requirements.
3. Discharge permits may be transferred to a new owner or operator only if permittee gives at least thirty (30) days advance notice to Industrial Pretreatment Coordinator and Industrial Pretreatment Coordinator approves the permit transfer. The notice to Industrial Pretreatment Coordinator must include a written certification by the new owner or operator which:
  - a) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
  - b) Identifies the specific date on which the transfer is to occur; and
  - c) Acknowledges full responsibility for complying with the existing discharge permit.
4. All permits issued to a particular user by the Authority are void upon the issuance of a new permit to that user.

## Local Discharge Limitations

### *Hazardous limits:*

<u>Parameter</u>	<u>Limitation (mg/l)</u>
Acrolein	0.30
Acrylonitrile	8.40
Benzene	0.85
Bromoform	1.00
Carbon Tetrachloride	0.15
Chlorobenzene	10.60
Chloroethane	21.50
Chloroform	1.75
1,2-Dichlorobenzene	21.60
1,4-Dichlorobenzene	26.30
1,1-Dichloroethane	19.40
1,2-Dichloroethane	4.50
1,1-Dichloroethylene	0.14
1,2-trans-Dichloroethylene	17.00
1,2-Dichloropropane	21.20
Ethyl Benzene	9.30
Methylene Chloride	17.00
1,1,2,2-Tetrachloroethane	3.85
Tetrachloroethylene	1.80
Toluene	8.10
1,1,1-Trichloroethane	65.00
1,1,2-Trichloroethane	8.60
Trichloroethylene	3.30
Trichlorofluoromethane	6.25
*Vinyl Chloride	0.00024

\* Limit to be set at current detection limit of 0.005 mg/l.

Copper (total)	1.0 mg/l Daily Maximum
Cyanide	0.50 mg/l Daily Maximum

Oil or Grease	
Petroleum origin	100 mg/l Monthly Average 150 mg/l Single Sample

Explosivity	5% LEL any 2 successive readings 10% LEL any 1 reading
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### *Non-hazardous limits:*

Biochemical Oxygen Demand, BOD	BCUA must be notified if over 350 mg/l
Suspended Solids, S.S.	BCUA must be notified if over 350 mg/l

pH	5.5 - 9.5 Daily Range
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Oil or Grease	
Non-petroleum origin	200 mg/l Daily Maximum

### Monitoring Schedule

The company being Party Rental Ltd, shall monitor its effluent wastestream per the following schedule. All sampling and analysis shall be performed in accordance with 40 CFR Part 136 or the approved equivalent method and reported in the same units as respective discharge limitation.

Samples taken in compliance with the specified monitoring requirements shall be taken at the following location: **Manhole on Green Street**

During the Month of: **February**

<u>Parameter</u>	<u>Sample Type</u>	<u>Sample Frequency</u>	<u>Monitoring Frequency</u>
Biochemical Oxygen Demand	Composite	16 Hours	One day per month
Oil & Grease (total)	Grab	2 per 16 Hours	One day per month
pH	Grab	2 per 16 Hours	Two days per month

Chain of custody must identify the duration of composite samples (start and finish) and sampling time for grab samples.

### **Monitoring Requirements**

Not later than fourteen (14) days following each month in the Monitoring Schedule the permittee shall submit to Bergen County Utilities Authority a compliance report consisting of, at a minimum, the following items:

- 1) Any change in company name, ownership, contact person or authorized representative;
- 2) Average and maximum daily regulated wastewater flow, with an explanation of how obtained (flow meter, volume displacement, water bills, etc.);
- 3) An accounting of each pollutant required by Section III – Monitoring Schedule either by analysis or by statement of non-use. In addition, if any pollutant is monitored more frequently than required by Section III – Monitoring Schedule, the results of this monitoring shall also be included;
- 4) Chain of custody identifying the duration of composite samples (start and finish) and sampling time for grab samples;
- 5) The name, address and identification number of the NJDEP certified laboratory that performed the analysis;
- 6) A statement of compliance or a compliance schedule in the event of non-compliance; and
- 7) A certification from an authorized representative of the permittee which states:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

BY:

---

Signature

---

Name and Title (typed)

### Statement of Penalties

The Authority may take any and all actions and pursue any and all remedies permitted by federal law and the laws of the State of New Jersey to enforce the provisions of the "Rules and Regulations for the Direct and Indirect Discharge of Wastewater to the Bergen County Utilities Authority Treatment Works."

These actions and remedies shall include, but not necessarily be limited to those set forth in Article VI of the "Rules and Regulations for the Direct and Indirect Discharge of Wastewater to the Bergen County Utilities Authority Treatment Works." Wherever in Article VI reference is made by title to any official or employee of the Authority, it shall be understood that such official or employee shall act as the duly appointed representative of the Executive Director. The Executive Director shall at all times have the right to undertake any action delegated to such official or employee or authorize other authority officials or employees to undertake such delegated duties as well.

Enforcement actions available to the Authority, in accordance with the Rules and Regulations for the Direct and Indirect discharge of Wastewater to the Bergen county Utilities Authority Treatment Works, Article IV (B), include, but are not necessarily limited to, the following:

- (A) Issue an order to comply;
- (B) Bring a civil action;
- (C) Issue a summons;
- (D) Issue a civil administrative penalty;
- (E) Bring an action for a civil penalty;
- (F) Petition for the commencement of a criminal action;
- (G) Seek injunctive relief against a violation or threatened violation; and
- (H) Seal or close off sewerage connections.

In the event of a violation of any rule, regulation or pretreatment standard adopted by the Authority, the Authority shall take one of the enforcement actions set forth above or obtain injunctive relief against the violation. If applicable, the Authority shall assess civil administrative penalties in amounts no less than the minimums set forth in P.L. 1990, c.28, section 6 (N.J.S.A. 58:10-10.1). Nothing contained in this section shall be construed to prohibit or otherwise limit the Authority from pursuing any other remedy permitted by federal law and the laws of the State of New Jersey.



## **FACT SHEET**

### **INDUSTRIAL WASTEWATER DISCHARGE PERMIT TO DISCHARGE TO THE BERGEN COUNTY UTILITIES AUTHORITY TREATMENT WORKS**

#### ***NAME AND ADDRESS OF FACILITY WHERE DISCHARGE OCCURS:***

Party Rental Ltd  
400 North Street  
Teterboro, New Jersey 07608

***TYPE OF PERMIT:*** Noncategorical

***SIC CODES:*** 5812

***FLOW CATEGORY:*** 10,000 - 24,999 gpd

***AVERAGE DAILY FLOW RATE:*** 13,000 gpd

#### ***DESCRIPTION OF FACILITY OPERATIONS:***

Dish washing operations.

***PRETREATMENT:*** None

***DESCRIPTION OF SAMPLING POINT:*** Manhole on Green Street

***SAMPLING PARAMETERS:*** For the month of February – Biochemical Oxygen Demand (BOD), Oil & Grease ( total) and pH.

The above pollutants were selected for self-monitoring because historical data reveal that they potentially be present in the discharge.

#### ***STATEMENT OF BASIS:***

General Conditions and Local Discharge Limitations of the Industrial Wastewater Discharge Permit are in accordance with the General Pretreatment Regulations, 40 CFR 403.6 and the Rules and Regulations for the Direct and Indirect Discharge of Wastewater to the Bergen County Utilities Authority Treatment Works, adopted October 1994.

SENT BY: NJ DEPE, AGRP

18-0: 9:04AM

NJDEP/AQP/NSR

201 727 4723: # 1 / 1

**State of New Jersey**

Department of Environmental Protection  
Air Quality Permitting Program  
P.O. Box 927  
Trenton, NJ 08625-0027  
(609)-292-6716

Christine Todd Whitman  
Governor

Robert C. Shinn, Jr.  
Commissioner

April 28, 2000

LINDA CLARK  
PARTY RENTAL LTD  
200 NORTH STREET  
TETEBORO, NJ 07608

RE: APC ID# 01527  
NJ STCAK NO. 001  
CERTIFICATE NO. 111783  
NEW CERTIFICATE DATE: 03-10-2003

Dear Ms. Clark:

As a result of your submitting a renewal application and proper fee the referenced certificate to operate has been recommended for renewal. Due to the on going upgrade of the Departments air pollution database and the conversion to a new computer system, the issuance of a five year certificate will be delayed. This letter shall serve as your certificate to operate in a manner consistent with all conditions of your approved permit application until the expiration above. In accordance with N.J.A.C. 7:27-8.3(D), this certificate must be readily available for inspection on the operating premises.

If you should have any additional questions concerning this matter, do not hesitate to contact the Department at 1-609-292-6716.

Sincerely,

Robert Esposito  
Supervisor Environmental Specialist



Hazardous Waste Notification Coordination  
Division of Enforcement and Compliance Assistance  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
290 Broadway, 22nd Floor  
New York, NY 10007-1866

FIRST CLASS  
U.S. POSTAGE PAID  
Washington, DC  
Permit No. G35

OFFICIAL BUSINESS

NJD075429241 12/19/1988 LQG

Party Rental Ltd.  
400 North St.  
Teterboro, NJ 07608-1215



A004025

- ☐ The location information and generator status shown on my mailing label are both correct.
- ☒ Hazardous waste is no longer generated at the location.
- ☐ The location is in New York State and only generates PCB waste.
- ☐ Hazardous waste is generated at the facility, but it is less than 100 kg (220 lb) per month and no more than 1,000 kg (2,200 lb) are stored on-site at any time.
- ☐ Hazardous waste is still generated at the location, but the facility name, address, ownership, or generator status has changed. (Please correct the address label below and return the card to us, so we know where to send a form and instructions for updating the facility information and/or generator status.)

\*Exempt from the Paperwork Reduction Act under OMB Approval No. 2050-0028. Exp. 10/31/99

NJD075429241 12/19/1988 LQG

Party Rental Ltd.  
400 North St.  
Teterboro, NJ 07608-1215

Name & Title (Please print or type)

Party Rental Ltd.

Company

Signature

September 3, 1999

Date

**This Lease**, dated the 5<sup>th</sup>  
Between

day of October, 2000 ~~xxx~~

Parties

PB TETERBORO, LLC

hereinafter referred to as the Landlord, and

PARTY RENTAL, LTD

hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the BOROUGH of TETERBORO County of BERGEN and State of NEW JERSEY

400 NORTH STREET  
TETERBORO, NJ

Premises

Term

The term of this demise shall be for seven and a half years (7 1/2) beginning October 5, 2000 and ending April 5 2008.

Rent

The rent for the demised term shall be (\$ ), which shall accrue at the yearly rate of SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Payment of Rent

The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, in instalments as follows:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

at the office of  
or as may be otherwise directed by the Landlord in writing.

Peaceful Possession

**THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:**

*First.*—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

*Second.*—The Tenant covenants and agrees to use the demised premises as app.

Purpose

office and warehouse for the storage and rental of party equipment and supplies

and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Default in Payment of Rent

*Third.*—The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided. In the event of the non-payment of said rent, or any instalment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Landlord, at its option, may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations under this lease.

Abandonment of Premises

Re-entry and Reletting by Landlord

Tenant Liable for Deficiency

Lien of Landlord to Secure

Performance Attorney's Fees

Sub-letting and Assignment

*Fourth.*—The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon.

Condition of Premises, Repairs

*Fifth.*—The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said premises without the

**Alterations and Improvements**

**Sanitation,  
Inflammable  
Materials  
Sidewalks**

**Mechanics'  
Liens**

**Glass**

**Liability of  
Landlord**

**Services and  
Utilities**

**Right to Inspect  
and Exhibit**

**Damage by Fire,  
Explosion,  
The Elements or  
Otherwise**

**Observation  
of Laws,  
Ordinances,  
Rules and  
Regulations**

**Signs**

**Subordination  
to Mortgages  
and Deeds  
of Trust**

**Sale of  
Premises**

**Rules and  
Regulations of  
Landlord**

**Violation of  
Covenants,  
Forfeiture of  
Lease, Re-entry  
by Landlord**

**Non-waiver  
of Breach**

prior written consent of the Landlord. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the Tenant further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice.

*Sixth.*—In the event that any mechanics' lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty days' notice to the Tenant, may terminate this lease and may pay the said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said lien, as additional rent hereunder.

*Seventh.*—The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value in a company satisfactory to the Landlord. Said policy shall be of the full premium type, and shall be deposited with the Landlord or its agent.

*Eighth.*—The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

*Ninth.*—Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Tenant; gas by the Tenant; electricity by the Tenant; heat by the Tenant; refrigeration by the Tenant; hot water by the Tenant.

The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

*Tenth.*—The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.

*Eleventh.*—In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

*Twelfth.*—The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

*Thirteenth.*—No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

*Fourteenth.*—This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

*Fifteenth.*—In the event of the sale by the Landlord of the demised premises, or the property of which said premises are a part, the Landlord or the purchaser may terminate this lease on the thirtieth day of April in any year upon giving the Tenant notice of such termination prior to the first day of January in the same year.

*Sixteenth.*—The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

*Seventeenth.*—In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease, or of the rules and regulations now or hereafter to be reasonably established by the Landlord, and upon failure to discontinue such violation within ten days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

# GUARANTY

In consideration of the execution of the within lease by the Landlord, at the request of the undersigned and in reliance of this guaranty, the undersigned hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all of the terms, covenants and conditions provided in said lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said lease, and any modifications thereof, including the sub-letting and changing of the use of the demised premises, all without notice to the undersigned. The undersigned agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within lease and in enforcing this guaranty.

Witness: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Lease

Landlord                      Tenant

to

Premises leased:

From: \_\_\_\_\_  
To: \_\_\_\_\_

## ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

For value received the undersigned Tenant hereby assigns all of said Tenant's right, title and interest in and to the within lease from and after \_\_\_\_\_ unto heirs, successors, and assigns, the demised premises to be used and occupied for \_\_\_\_\_ and for no other purpose, it being expressly agreed that this assignment shall not in any manner relieve the undersigned assignor from liability upon any of the covenants of this lease.

Witness: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

In consideration of the above assignment and the written consent of the Landlord thereto, the undersigned assignee, hereby assumes and agrees from and after \_\_\_\_\_ to make all payments and to perform all covenants and conditions provided in the within lease by the Tenant therein to be made and performed.

Witness: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

## CONSENT TO ASSIGNMENT

The undersigned Landlord hereby consents to the assignment of the within lease to \_\_\_\_\_ on the express conditions that the original Tenant

\_\_\_\_\_, the assignor, herein, shall remain liable for the prompt payment of the rent and the performance of the covenants provided in the said lease by the Tenant to be made and performed, and that no further assignment of said lease or sub-letting of any part of the premises thereby demised shall be made without the prior written consent of the undersigned Landlord.

Landlord

Date: \_\_\_\_\_

By \_\_\_\_\_

Bankruptcy,  
Insolvency,  
Assignment for  
Benefit of  
Creditors

Holding Over  
by Tenant

Eminent  
Domain,  
Condemnation

Security

Arbitration

Delivery of  
Lease

Lease  
Provisions Not  
Exclusive

Lease Binding  
on Heirs,  
Successors, Etc.

**Eighteenth.**—All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the Landlord at the place hereinbefore designated for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

**Nineteenth.**—It is further agreed that if at any time during the term of this lease the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant, or the Tenant's legal representatives.

**Twentieth.**—In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof, and in that event the Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the demised term.

**Twenty-first.**—If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

**Twenty-second.**—The Tenant has this day deposited with the Landlord the sum of \$\_\_\_\_\_ as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

**Twenty-third.**—Any dispute arising under this lease shall be settled by arbitration. Then Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three arbitrators thus chosen shall be final and binding on the parties hereto.

**Twenty-fourth.**—No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

**Twenty-fifth.**—The foregoing rights and remedies are not intended to be exclusive but as additional to all rights, and remedies the Landlord would otherwise have by law.

**Twenty-sixth.**—All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

**Twenty-seventh.**—This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof or any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

**Twenty-eighth.**—This instrument may not be changed orally.

**Twenty-ninth.** The Rider attached hereto is made part hereof and is included herein by reference.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

Witness:

PB TETERBORO, LLC  
By: Michael J. Halperin (SEAL)  
Michael J. Halperin, Landlord  
Member

By: \_\_\_\_\_ (SEAL)  
Tenant

PARTY RENTAL, LTD.  
By: Michael J. Halperin  
Michael J. Halperin, Tenant

RIDER to be attached to and forming Part of a Lease between PB TETERBORO, LLC, as "Landlord", and PARTY RENTAL, LTD, as "Tenant" dated as of Oct. 5, 2000.

**Thirtieth: CONFLICT WITH PRINTED FORM** - The parties understand and agree that if there is any conflict between this Rider and the printed form of Lease to which it is attached, the provisions of this Rider shall be binding and conclusive, and to the extent that there is any ambiguity created between the printed form and this Rider, such ambiguity shall be resolved in favor of the provisions set forth in this Rider.

**Thirty-first: TENANT'S INSURANCE - GENERAL LIABILITY INSURANCE** - The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord, during the Term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in, on or about the Demised Premises, for injuries to any person or persons, for limits of not less than One Million (1,000,000.00) Dollars combined single limit for injuries or death of any person or persons, in any one accident or occurrence and for loss or damage to the property of any person or persons, for not less than One Hundred Thousand (\$100,000.00) Dollars. The Landlord shall be a named insured in said policy.

**A. PROOF OF INSURANCE** - Tenant shall provide Landlord all insurance policies called for in this Lease together with proof of payment of all premiums associated therewith. Not later than thirty (30) days prior to the expiration of the term of any insurance policies, Tenant shall renew such insurance policies or supply substitute policies with proof of payment of the associated premiums. At Tenant's option, Tenant may in lieu of delivery of such insurance policies to the Landlord deliver certificates of insurance coverage prepared by the insurance companies or their authorized agents; provided, however, any such certificates of insurance shall contain an explicit provision requiring that the Landlord be notified thirty (30) days in advance by certified or registered mail, return receipt requested, that a policy is not being renewed or cancelled. In the event that the Landlord shall receive notice that any insurance policy required under the terms of this Lease has been cancelled or not renewed, Landlord may at its option, but without any obligation to do so, secure replacement insurance policies and Tenant shall upon three (3) days written notice reimburse Landlord for all costs and expenses incurred by Landlord in obtaining any such replacement insurance policies as an item of Additional Rent.

**Thirty-second: FIRE AND EXTENDED RISK INSURANCE** - During the Term hereof, the Landlord shall provide and keep in force for its own benefit fire and extended coverage insurance or policy for all risk insurance covering the entire Demised Premises for an amount equal to its full replacement value, the amount thereof to be determined by the Landlord. The initial coverage shall be adjusted annually to reflect the then current replacement value of the improvements insured, the Landlord shall submit a copy of the premium bill therefor to the Tenant and the Tenant shall pay to the Landlord all of such premium bill as an item of Additional Rent. For the year in which the term commences and the year in which the term expires, the insurance Premium shall be apportioned to reflect Tenant's occupancy of the Demised Premises.



**Thirty-third: RENT; NET LEASE.**

A. Payment of Minimum Rent. From and after the Commencement Date and continuing throughout the Term of this Lease, Tenant shall pay to Landlord, without deduction or offset, in monthly installments in arrears on the first day of each month and pursuant to the Original Financing, as defined herein (each, a "Payment Date"), the Minimum Rent as described in the Basic Lease Provisions, attached hereto as Schedule A. Monthly installments of Minimum Rate shall be prorated for any period during the Term hereof which is less than a full calendar month.

B. Additional Rent. Tenant shall pay when due, and as additional rent hereunder, the following (collectively, the "Additional Rent"):

1. Additional Rent -- Net Lease. Tenant agrees to pay as Additional Rent hereunder all taxes, impositions, assessments, liens, fees, interest and penalties, insurance premiums, operating charges and maintenance charges relating to or in connection with the Demised Premises. The parties hereto expressly intend that this Lease is an absolute net lease. To the extent permitted by law (and except as otherwise expressly provided for herein), Tenant shall make all payments due under this section directly to the appropriate person or entity to whom such payments are customarily made, and shall provide Landlord, within thirty (30) days after Landlord's request therefor, with proof of payment. Any payments due under this section which cannot be lawfully paid by Tenant to the person to whom such payments are customarily paid shall be paid by Tenant to Landlord within ten (10) business days of Landlord's written demand therefor, accompanied by a valid invoice for the costs in question, which demand shall be delivered by Tenant to Landlord at least thirty (30) days prior to the date any such payment would bear a late payment penalty or other similar delinquency charge, so that Landlord can make such payment in a timely manner.

2. Additional Rent -- Financing Costs. Tenant further agrees to pay as Additional Rent during the Term the amount, if any, by which all Financing Costs for a given month exceed the Minimum Rent otherwise due for such month. Payment of Additional Rent related to Financing Costs shall be made by Tenant to Landlord within five (5) days following demand therefor to Tenant in writing. In furtherance, but not in limitation of the foregoing, Tenant shall pay all amounts due with respect to any Approved Financing, including, without limitation, all principal (whether by acceleration or otherwise), interest, late charges, fees, costs, expenses and other charges, immediately upon demand therefor and as Additional Rent hereunder in the event of any default under such Approved Financing. If, and to the extent, Tenant pays Additional Rent related to Financing Costs which reduces the principal balance of any Approved Financing, then the Minimum Rent to be paid by Tenant over the balance of the Term shall be reduced by an amount necessary to amortize such payment over such period at an interest rate equal to the then current interest rate with respect to the Approved Financing, plus two percent (2%) per annum, but in no event shall Minimum Rent be reduced below zero (0).

3. The Additional Rent and the Minimum Rent are sometimes collectively referred herein as "Rent".

C. Place of Payment. Minimum Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing from time to time.

**Thirty-fourth: CERTAIN DEFINITIONS.** In addition to other words and terms defined elsewhere in this Lease, the following words and terms shall have the following meaning, respectively, unless the context hereof clearly requires otherwise:

A. "Financing Costs" shall mean all sums, except for principal payments, currently due and payable by Landlord with respect to, or in connection with the Approved Financing, including all interest, late charges, and fees of the Landlord, arising pursuant to or in connection with the documents evidencing and/or securing any Approved Financing.

B. "Approved Financing" shall mean the Original Financing, as defined below, and any and all refinancing, renewals, increases, extensions, modifications, rearrangements or restatements thereof approved by Landlord and Tenant.

C. "Original Financing" shall mean the loan in the original principal amount of \$940,000 to Landlord by First Union National Bank, as evidenced by that certain Promissory Note dated October \_\_, 2000 from Landlord to First Union National Bank (the "Note") and the Loan Documents (as that term is defined in the Note).

**Thirty-fifth: LATE CHARGES** - The Tenant understands and agrees that the Net Rent and Additional Rent due hereunder is payable on the first day of each month in advance (except as herein expressly provided to the contrary) and agrees that if payment of such Net Rent and Additional Rent is not paid on or before the tenth (10th) day of each month, the Tenant shall pay to the Landlord a "late charge" equal to five (5%) percent of the Base Rent and Additional Rent due. Such "late charge" shall become Additional Rent payable immediately on five (5) days notice to the Tenant or automatically, at Landlord's option, with the next monthly installment of Net Rent due hereunder.

**Thirty-sixth: NO RENT ABATEMENT.** Except as otherwise expressly provided in this Lease, no abatement, diminution or reduction of rent, charges or other compensation shall be claimed by or allowed to Tenant, or any persons claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, changes, additions, improvements or repairs to any buildings now on or which may hereafter be erected on the Demised Premises, by virtue or because of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations or by virtue or arising from, and during, the restoration of the Demised Premises after the destruction or damage thereof by fire or other cause or the taking or condemnation of a portion only of the Demised Premises or arising from any other cause or reason.

**Thirty-seventh: INDEMNITY.** Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority whatsoever arising out of (a) any failure

by Tenant to perform any of the agreements, terms, covenants or conditions of this Lease on Tenant's part to be performed, (b) any accident, injury, claim, loss or damage which shall happen in or about the Demised Premises or appurtenances, except for loss or damage occasioned by Landlord's gross negligence. It is hereby agreed that if Tenant has supplied Landlord with insurance policies covering any of the risks mentioned in this Article, no claim shall be made against Tenant unless and until the insurer shall fail or refuse to defend and/or pay all or any part thereof.

**Thirty-eighth: DEFAULTS.** Each of the following events shall be a default (sometimes referred to herein as an "Event of Default") hereunder by Tenant and a breach of this Lease:

A. If Tenant (or any successor or assignee of Tenant while in possession) shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or any insolvency act of any state or shall voluntarily take advantage of any such law of act by answer or otherwise or shall be dissolved or shall make an assignment for the benefit of creditors.

B. If involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of a corporation shall be instituted against Tenant (or such successor or assignee) or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant (or such successor or assignee) and such proceedings shall not be dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

C. If Tenant shall fail to pay Landlord any Net Rent or Additional Rent within ten (10) days of the date when the same shall become due and payable.

D. If Tenant shall fail to perform any of the other agreements, terms, covenants, or conditions hereof on Tenant's part to be performed and such nonperformance shall continue for the period within which performance is required to be made by specific provision of this Lease, or if no such period is so provided for a period of thirty (30) days, in each case after notice thereof by landlord to Tenant or, if such performance cannot be reasonably had within such thirty-day period, such additional period of time as is needed to complete such performance, provided Tenant shall in good faith have commenced such performance within such thirty-day period and shall diligently and continuously proceed therewith to completion, but in no event as long as to subject Landlord to any criminal or civil liability.

E. If any default or event, which in Landlord's reasonable opinion, would constitute a default upon the passage of time or the giving of notice, shall occur under the Note or any Loan Document to which Tenant is a party which have not been cured within applicable notice and cure periods.

**Thirty-ninth: REMEDIES.** In the event of any such default Landlord shall have the following options:

A. Landlord shall have the right to terminate this Lease and the Term hereof, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant not less than thirty (30) days' notice of such termination, and upon the expiration of the time fixed in such notice. If the default complained of remains in effect, this Lease and the Term hereof, as well as all of the right, title and interest of Tenant hereunder, shall expire in the same manner and with the same force and effect, except as to Tenant's liability, as if the expiration of the time fixed in such notice of termination were the end of the Term herein originally demised. In the event of termination of this Lease by service of notice of termination as herein provided, or otherwise, or in the event of a default referred to herein, Landlord may without further notice re-enter and repossess the Demised Premises, and Tenant shall immediately vacate and deliver possession thereof to Landlord, but shall remain liable as hereinafter provided.

B. Landlord shall have the right, forthwith to recover against Tenant as damages for loss of the bargain and not as penalty, in addition to any other damages becoming due hereunder, an aggregate sum which, at the time of such termination of this Lease or of such recovery of possession of the Demised Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Net Rent and Additional Rent and all other charges payable by Tenant hereunder that would have accrued for the balance of the Term over the aggregate rental value of the Demised Premises for the balance of such Term or, at Landlord's option, to sue for each installment of Net Rent and Additional Rent as it becomes due under this Lease. Suit or suits for the recovery of such deficiency or damages, or for a sum equal to any installments or installments of rent and supplemental rent hereunder, may be brought by Landlord from time to time at Landlord's election and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease or the Term hereof would have expired by its terms had there been no such default by Tenant or no such cancellation or termination.

C. Except as set forth in the Real Estate Acquisition and Qualified Exchange Accommodation Agreement dated October \_\_, 2000, among Landlord, Michael Halperin and Philburn Associates, L.L.C., Tenant hereby waives any and all rights to recover or to regain possession of the Demised Premises or to reinstate or to redeem this Lease or other right of redemption as permitted or provided by or under any statute, law or decision now or hereafter in force or effect, after termination of this Lease pursuant to the terms hereof or by operation of law.

D. In the event that this Lease shall terminate as the result of any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, Landlord shall be entitled to recover forthwith from Tenant as liquidated damages an amount equal to the difference between the Net Rent, the Additional Rent and other charges required to be paid by Tenant under this Lease for the unexpired portion of the Term of this Lease and the rental value of the Demised Premises on the date of termination for the same period, both discounted at the rate of six (6%) per cent per annum to present worth. Nothing in this Article contained shall limit or prejudice the right of Landlord to provide and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by any statute or rule of law governing such proceeding and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of damages referred to in any of the preceding subdivisions hereof.

E. Each of Landlord and Tenant waives the right to trial by jury in any action or proceeding that may hereafter be instituted by or against it, provided such waiver is not prohibited by law.

**Fortieth: PERFORMANCE BY TENANT** - The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or the exercise of any option herein conferred in any one (1) or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but same shall be and remain in full force and effect.

**Forty-first: PLATE GLASS** - Tenant shall replace at its sole cost any and all broken glass in and about the Demised Premises. Landlord may, if Tenant fails to do so, insure and keep insured, all plate glass in the Demised Premises for and in the name of Landlord. Bills for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, Additional rental. Damage and injury to the Demised Premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's sole cost and expense. It is understood and agreed that Tenant shall not be responsible for replacing any broken glass in and about the Demised Premises or repairing any damage and injury to the Demised Premises resulting from broken glass existing prior to Tenant's occupancy.

**Forty-second: REAL ESTATE BROKERAGE** - Both parties represent that no broker was involved in the negotiation of this Lease and the Tenant agrees to indemnify the Landlord from any breach of its representation, including reasonable costs and attorneys fees incurred by the Landlord. The provisions of this section shall survive the expiration or earlier termination of this Lease.

**Forty-third: INSPECTION BY LANDLORD** - The Tenant agrees that the Landlord and Landlord's agents, and other representatives, shall have the right to enter into and upon the Demised Premises, or any part thereof, at all reasonable hours for the purpose of examining the same or making such repairs or alterations thereupon as may be necessary for the safety and preservation thereof and as otherwise required by the terms of this Lease.

**Forty-fourth: MITIGATION OF DAMAGE** - In the event of the default by the Tenant, and so long as same shall be continuing, the Tenant shall not be released from its obligation to pay Net Rent and Additional Rent during the term of the Lease when same is due. The Tenant specifically waives any right that it now has or hereafter may have to require the Landlord to mitigate its damages caused by any default of the Tenant.

**Forty-fifth: TENANT MINOR ALTERATIONS** - The parties agree that the Tenant, at Tenant's sole cost and expense, may make any and all non-structural additions, improvements or alterations to the Demised Premises as may be reasonably required to operate its business, with the prior written consent of Landlord, which will not be unreasonably withheld, provided (a) same are performed in a good and workmanlike manner; (b) same are performed in

accordance with all applied statutes ordinances, rules and regulations; and (c) Tenant, prior to the expiration of the term, restores the Demised Premises to the condition existent at the commencement of the within Lease or prior to such alterations,

**Forty-sixth: TENANT'S SIGNS** - The Tenant shall, during the Term hereof, be permitted to place on or adjacent to the Demised Premises, at its own cost and expense, a sign indicating its business name, subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld, and provided same is in compliance with all municipal ordinances, rules and regulations. Upon expiration of the Lease, the Tenant shall remove said sign and repair any damage caused thereby at Tenant's sole cost and expense.

**Forty-seventh: CONDITION OF DEMISED PREMISES** - The Tenant agrees: (a) that it has thoroughly examined and agrees to accept delivery of the Demised Premises and its operating systems in its "as is" condition; (b) that after taking possession, the Tenant bears all responsibility for repairing and maintaining the Demised Premises and its operating systems; and (c) that the Landlord shall have no duty to repair or maintain same, except as specifically provided for herein.

**Forty-eighth: NON-RECORDATION** - This Lease shall not be recorded or filed in Bergen County Clerk's Office by the Tenant without the Landlord's written consent and any attempt by Tenant to do so shall constitute a default hereunder.

**Forty-ninth: ADDITIONAL LANDLORD'S RIGHTS** - In the event that the Landlord shall institute an action in a court of competent jurisdiction for (or if the Landlord is made a party defendant and as a party defendant seeks) the enforcement of any right that it has hereunder or to obtain possession of the Demised Premises as is permitted hereunder, or under the laws of the State of New Jersey, the Tenant agrees to pay to the Landlord an amount equal to the reasonable attorneys, fees and court costs incurred by the Landlord in prosecuting such action (whether same proceeds to final judgment in favor of the Landlord or if the Tenant cures the default after institution of suit and same is dismissed by the Landlord), and such sum shall be due and payable as Additional Rent hereunder, same to be payable prior to the discontinuance of any summary dispossession action, or if incurred in any other action, upon written demand by the Landlord.

**Fiftieth: ENVIRONMENTAL COMPLIANCE** - In addition and to the extent required by law, Tenant shall comply with all environmental statutes and regulations to the satisfaction of the environmental agencies having jurisdiction over the Demised Premises or Tenant's use of the Demised Premises, and Tenant further agrees to procure, maintain and comply with all permits, licenses, approvals and any other authorizations and approvals required for its use of the Demised Premises, including, but not limited to the proper erection, installation, operation and maintenance of Tenant's improvements thereon. Tenant also agrees to prepare, comply with and maintain at its sole cost and expense any notices, instruments of record which any statute or regulation imposes upon the Tenant's use of the Demised Premises, and to provide Landlord with a copy of all such notices, instruments or records, as well as any citations or warnings received by Tenant from any governmental agency or such entity on behalf of any such governmental authority.

A. Anything in the foregoing to the contrary withstanding, the Tenant represents that Tenant's use of the Demised Premises does not constitute an "industrial establishment" nor does Tenant use "hazardous substances" or "hazardous wastes" at the Demised Premises as defined in the Industrial Site Recovery Act. Tenant shall defend, indemnify, and save harmless the Landlord from all fines, suits, procedures, claims, actions and costs, including attorneys' fees and expenses, of any kind arising out of or in any way connected with the presence of, spills of, discharges of or release of hazardous substances (as now or hereinafter defined in any environmental statute, ordinance, rule or regulation) at the leased premises or arising out of the violation of any Environmental Regulations, which occurred as a result of the willful or negligent acts or omissions of the Tenant, its employees, representatives, invitees or licensees.

B. Laws, ordinances and requirements of federal, state, and municipal authorities shall include, but not be limited to ISRA; New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. ("Spill Act"), or any other statute or regulation relating to environmental contamination, which affect the Demised Premises or the land surrounding the Demised Premises.

C. If it is determined by the Landlord or any governmental agency that ISRA or any other Environmental Regulations actually apply or may reasonably be determined to apply to the Tenant's use of the Demised Premises, prior to the termination of its tenancy or occupancy of the Demised Premises, the Tenant hereby agrees to execute such documents as Landlord reasonably deems necessary to make such applications as Landlord reasonably requires to assure compliance resulting from Tenant's use of the Demised Premises (as presently or hereafter constituted, but specifically excluding the common areas) including, but not limited to, state agency fees, legal fees, engineering fees, clean-up costs, filing fees, and suretyship expenses. As used in this Lease, ISRA Compliance, shall include applications for and, where applicable, issuance of a "negative declaration," a letter of "no further action" or letter of non-applicability by the NJDEP or other appropriate governmental authority. The foregoing undertaking shall survive the termination or sooner expiration of the Lease and surrender of the Demised Premises and shall also survive the sale of the Demised Premises by the Landlord or the assignment of the within Lease by the Landlord.

(1) The Tenant shall immediately provide the Landlord with copies of all correspondence, reports, notices, orders, findings, declarations, and other materials pertinent to the Tenant's compliance under ISRA or other Environmental Regulations as they are issued or received by the Tenant involving ISRA Compliance, if upon the expiration of the within Lease, whether by its terms or by acceleration, the Tenant shall be in violation of ISRA or other Environmental Regulations, during such period that such violation continues and until Tenant effects the required level of ISRA Compliance, the Tenant shall pay to the Landlord an amount equal to that payable by the Tenant as a hold-over tenant under the applicable laws of the State of New Jersey.

(2) Anything in the foregoing to the contrary notwithstanding, the Tenant shall defend, indemnify and save harmless the Landlord from any and all fines, suits, procedures, claims, actions and costs, including attorneys' fees and expenses, of any kind arising out of or in

any way connected with the presence of, spills of, discharges of or release of hazardous substances (as now or hereinafter defined in any environmental statute, ordinance, rule or regulation) at the Demised Premises or arising out of the violation of any Environmental Regulations, which occurred as a result of the willful or negligent acts or omissions of the Tenant, its employees, representatives, invitees or licensees.

**Fifty-first: SOLE OCCUPANCY** - it is understood and agreed that Tenant shall be the sole occupant of the Demised Premises during the term hereof.

**Fifty-second: EMINENT DOMAIN/CONDEMNATION** - Paragraph twenty-first of the Lease is supplemented by adding the following: The Tenant shall have the right, in the event of a partial or total condemnation, to take independent proceedings against the public authority exercising the power of eminent domain to prove and establish any damages for termination of the tenancy and relocation costs, provided it does not diminish the award to Landlord.

**Fifty-third: LAW OF NEW JERSEY** - This Lease and the rights of the parties hereto shall be governed by the laws of the State of New Jersey. Tenant hereby unconditionally submits to the jurisdiction of the Courts of the State of New Jersey regarding all questions and controversies arising out of or In any way relating to this Lease. Any judicial action brought to enforce the rights of the parties hereto shall be brought in the Superior Court of New Jersey, Bergen County, which court shall have exclusive jurisdiction over the above matter.

**Fifty-fourth: SUCCESSOR LIABILITY** - In case Landlord or any successor owner of the Demised Premises shall convey or otherwise dispose of the Demised Premises or of the interest of Landlord in and to this Lease, all liabilities and obligations on the part of the Landlord or Successor owner as Landlord under this Lease accruing after such conveyance or disposal, and thereupon all such liabilities and obligations shall be binding upon the new owner of the Demised Premises, provided, however, that the Landlord herein shall continue to be liable for any security actually posted pursuant to this Lease unless the new owner acknowledges in writing to the Tenant his obligation to return to the Tenant here in the security posted hereunder, in which event, the Landlord herein shall have no further obligation.

**Fifty-fifth: USE AND OCCUPANCY** - The Tenant shall be responsible for all governmental and zoning approvals, including obtaining a Certificate of Continued Occupancy for the uses specified in this Lease as well as, fire, sanitation, and health code approval and regulations of the Borough of Teterboro. Tenant shall promptly cure all violations and hold the Landlord harmless for any sums the Landlord is required to pay on behalf of the Tenant to governmental agencies involving the use and occupation of the Demised Premises by the Tenant. Tenant will be responsible for making any repairs and curing any violations required to obtain a Certificate of Occupancy.

**Fifty-sixth: SECURITY DEPOSIT** - As of the date hereof, the parties have agreed that the Tenant shall not be required to make a security deposit as contemplated by paragraph Twenty-second of the Lease, but the Landlord reserves the right, at any time hereafter, upon written notice to the Tenant, to require that the Tenant deposit with the Landlord within ten (10)



days of the security deposit notice ("Security Deposit Notice") an amount equal to three (3) months of the then current base rent.

**Fifty-seventh: ABANDONED PROPERTY** - If, after default in payment of rent or violation of any other provision of this Lease, or upon the expiration of this Lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of Lease, or vacates the Demised Premises prior to the issuance of the final order or execution of the warrant, then and in that event, the fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord and Tenant does hereby specifically authorize Landlord to sell, as it sees fit, any or all of the fixtures and property to satisfy any rent or other charges due and owing by Tenant to Landlord. and to remit the balance, if any, to the Tenant.

**Fifty-eighth: EMERGENCY TELEPHONE NUMBER** - Upon execution of this Lease, the Tenant shall provide to the Landlord an emergency phone number for use in the event that the Landlord must enter upon the Demised Premises to address an emergency. Said emergency phone number shall be kept current at all times.

**Fifty-ninth: TENANT INSURANCE INFORMATION** - The Tenant covenants and agrees to provide to the Landlord, upon Landlord's written request therefor, written authorization and direction to any insurance company from which the Tenant purchased insurance required to be maintained by the Tenant for the benefit of the Landlord hereunder ("Required Insurance Coverage"), and to provide to the Landlord such information as the Landlord shall require as to the nature, extent and status of the Tenant's Required Insurance Coverage, including, but not limited to causing such insurance company to provide to the Landlord a copy of the then current insurance policy and paid bill therefor.

**Sixtieth: PROTECTION OF LANDLORD'S TITLE** - Tenant will not do any act which will in any way encumber the title of Landlord in and to the Demised Premises, nor will the interest or estate of Landlord in the Demised Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon the Demised Premises arising from any act or omission of Tenant will accrue against the leasehold estate of Tenant and will be subject and subordinate to the paramount right and title of Landlord in and to the Demised Premises. Tenant will not suffer or permit any liens to stand against the Demised Premises, the building or any part thereof, by reason of any work, labor, services or material done for or supplied or claimed to have been done for or supplied to the Tenant, and will cause the removal of the filing of same by either payment, deposit or bond.

**Sixty-first: CUMULATIVE REMEDIES** - The various rights, remedies, options and elections of Landlord expressed herein are cumulative and the failure of the Landlord to, enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option to restore or have recourse of any remedy herein conferred or the acceptance by the Landlord of any installment of rent after the breach by the Tenant of any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by

Landlord of any such conditions and covenants, options, elections, or remedies, but the same shall continue in full force and effect.

**Sixty-second: OPTION TO RENEW** - Provided that Tenant is not in default hereunder at the time of the exercise of this option, the Tenant shall have the option to extend the term of this Lease for a term of five (5) years ("Renewal Term") as set forth in Schedule B.

(a) The Tenant shall exercise this option by notifying the Landlord in writing at least four (4) months prior to the expiration of the current term. Upon such exercise, this Lease shall be deemed to be extended.

(b) The fixed rent for the Renewal Term shall be determined as set forth in Schedule B.

ATTEST:

\_\_\_\_\_

LANDLORD:  
PB TETERBORO, LLC

By: Michael J. Halperin  
Michael J. Halperin, Member

ATTEST:

\_\_\_\_\_

TENANT:  
PARTY RENTAL, LTD.

By: Michael J. Halperin  
Michael J. Halperin  
Vice President

**SCHEDULE A**  
**BASIC LEASE PROVISIONS**

<b><u>Period</u></b>	<b><u>Monthly Minimum Rent</u></b>
For the period – October 5, 2000 to April 5, 2008	\$11,209

**SCHEDULE B**

The base annual rental for the Renewal Term shall be an amount equal to the base annual rental for the initial term plus an amount equal to the greater of;

- (i) five (5%) percent of the base annual rental for the initial term; or
- (ii) the percentage increase in the National Consumer Price Index for the month of July, 2005 published by the United States Bureau of Labor Statistics, indicating the Cost of Living Index for the northern New Jersey and Metropolitan area, over the level in such Cost of Living index for September, 2000, The CPI Index utilized Is published by the United States Bureau of Labor Statistics, indicating the cost of Living Index for the Northern New Jersey and Metropolitan Area. if the CPI index is not available, the parties shall use, instead, the most nearly comparable index of whichever governmental bureau or agency most nearly performs the same function, interpolating to such extent as may be necessary to obtain a fair comparison for the difference in the cost of Living index for the above-described geographical area, thus enabling the parties to carry out their mutual intent.

Chris

COPY

AGREEMENT OF LEASE

THIS AGREEMENT, made this 27<sup>th</sup> day of April, 1992,  
between NORTH GREEN ENTERPRISES, a Partnership, LESSOR, and  
PARTY RENTAL, LTD., a Corporation of the State of New Jersey, having  
an office at 400 North Street, Teterboro, New Jersey, LESSEE:

W I T N E S S E T H

The Lessor hereby lets to the Lessee, and the Lessee hereby  
leases from the Lessor premises located in the Borough of Teterboro,  
County of Bergen and State of New Jersey, described in Schedule A,  
annexed hereto, subject to restrictions and easements set forth in  
said Schedule, together with the appurtenances and a building of  
Twenty-Nine Seven Hundred (29,700) Square Feet, erected thereon.

To have and to hold the said leased premises, as above set  
forth, for a term commencing on July 1, 1992 and expiring  
August 31, 1995, unless renewed by the Lessee under Section 13, to be  
used and occupied for manufacturing, office, warehouse, party rental  
and laundry purposes and for any other lawful uses. *term*

IT IS MUTUALLY COVENANTED AND AGREED between the Lessor and  
the Lessee as follows:

SECTION 1

The rent payable hereunder shall be at the rate of One Hundred  
Eighteen Thousand Eight Hundred and 00/100 (\$118,800.00) Dollars  
per year, payable in equal monthly installments of Nine Thousand  
Nine Hundred and 00/100 (\$9,900.00) Dollars, on the first day of  
July, 1992, and a like amount on the first day of each month  
thereafter for the term of the lease.

## SECTION 2

That the Lessee shall take good care of the premises and shall at its own cost and expense make all repairs to the demised premises, including maintenance of the heating system, the sprinkler system, the roof, the electrical system, the plumbing system, and the parking lot, and at the end or other expiration of the term, shall deliver up the demised premises in good order and condition, ordinary wear and tear, ~~depreciation and obsolescence~~ excepted.

## SECTION 3

The Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances, violations or other grievances, in, upon or connected with the said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Board of Fire Underwriters for the prevention of fires, at its own cost and expense. Capital improvements made by the Lessor at the request of the Lessee shall be paid for by the Lessee.

## SECTION 4

That in case the Lessee shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Lessee shall fail or neglect to make any necessary repairs, then the Lessor or its agent may, after Thirty (30) Days written notice, enter said premises and

make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Lessee, and in case the Lessee's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Lessor may deduct the same from the balance of any sum remaining in the Lessor's hands. This provision is in addition to the right of the Lessor to terminate this lease by reason of any default on the part of the Lessee, provided the Lessor has given the Lessee Thirty (30) Days written notice and reasonable time to comply.

#### SECTION 5

The Lessee may assign or sublet this lease or any portion thereof, provided however, that the Lessee shall remain primarily liable for the payment of the rent and performance of its obligations hereunder.

#### SECTION 6

The Tenant may make non-structural alterations, additions or improvements. At the end of the term, the Tenant shall remove such non-structural alterations, additions or improvements unless the Landlord shall agree, in writing, to allow the alterations, additions or improvements to remain and the Tenant shall consent to allow these items to remain on the premises after the term of the lease. No structural alterations, additions or improvements shall be made in or to the premises without the consent of the Lessor, in writing, under penalty of damages and forfeiture. All additions and improvements made by the Lessee shall belong to the Lessor. Any and all trade



fixtures, equipment or other additions or improvements installed after the Lessee's original occupancy at its expense shall remain the Lessee's property and shall be removed by the Lessee; provided, however, that any damage in the removal thereof shall be the responsibility of the Lessee and shall be repaired at its own cost and expense. The Lessor agrees that permission to make necessary alterations shall not be unreasonably withheld.

The Lessee shall have the right, subject to the approval by Teterboro, to install or place signs or posters anywhere, on or about the demised premises, and may remove said signs and posters upon the termination of this lease, provided, however, the Lessee shall repair any damage to the premises caused by such installation and removal.

#### SECTION 7

(a) If the demised premises shall be so damaged by fire, the elements, war, insurrection, riot, public disorder or other unavoidable casualty, or any act, authorized or unauthorized, as to be substantially or totally destroyed, then the Lessee may choose to terminate this lease and any unearned rent and taxes paid in advance by the Lessee shall be refunded on a pro rata basis. If the Lessee elects not to terminate the lease, the Lessor shall immediately rebuild the premises as expeditiously as possible to their previous condition and the rent herein reserved shall abate until said premises have been restored and put in proper condition for use and occupancy. However, in case of any partial damage or destruction of the demised premises, which is not substantial and does not inhibit the business of the Lessee, the Lessee will remain in possession while the premises are being rebuilt, the said premises shall be

promptly restored by the Lessor to their previous condition and a just proportion of the rent herein reserved, according to the extent to which they have been rendered untenable, shall abate until the said premises have been so restored and put in proper condition for use and occupancy.

(b) It is understood that if the Lessee elects to remain in possession while repairs are being made, the monthly rent will be calculated, based on that portion of the Twenty-Nine Seven Hundred (29,700) Square Feet that remains available for use by the Lessee.

#### SECTION 8

In the event the Lessee shall default in the payment of rent for Thirty (30) Days after written notice by the Lessor, or if the Lessee shall be adjudicated bankrupt or insolvent, according to law, and shall then default on the payment of rent for Thirty (30) Days thereafter or shall make an assignment for the benefit of creditors, and shall then default on the payment of rent for Thirty (30) Days then and in any of said cases, the balance of rental for the remainder of the term, shall be considered at once due and payable without notice or demand on the part of the Lessor. In any of said cases, the Lessor may without further notice or demand, lawfully enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of the former estate of the Lessor and expel therefrom the Lessee and all property of the Lessee and those claiming under and through it without being deemed guilty

of any manner of trespass and without prejudice to any remedies which might be otherwise used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this lease at the option of the Lessor shall terminate, or the Lessor may resume possession of the premises without terminating the lease and relet the same for the remainder of the term hereof, at the best rental obtainable for the account of the Lessee.

#### SECTION 9

(a) The Lessee shall pay all real estate property taxes levied against the demised premises by the Borough of Teterboro and shall pay all meter charges, sprinkler charges, electric and gas charges, and all charges of the like nature which may be assessed or imposed upon the demised premises for water and stand-by sprinkler charges, and if not so paid, the same may be paid by the Lessor and the amount so paid shall be added to the month's rent next occurring.

(b) Any proceeding for contesting the validity or amount of such real estate taxes, governmental impositions or betterment assessments, or to recover back any payments therefore paid by Lessee, may at Lessee's expense be brought by the Lessee in the name of the Lessor, or in the name of the Lessee, or both, as permitted by the taxing authorities, and the Lessor shall cooperate with the Lessee with respect thereto so far as reasonably necessary but no payment shall, without consent of the Lessor, be deferred beyond the last date if any be paid without penalty or interest.

## SECTION 10

### INSURANCE

The Lessor shall keep the leased property insured throughout the term of this lease for the building and all of the Lessor's installations which can be considered as part of the building shall be insured at Fair Market Value of the building and installations against loss by fire and extended coverage on other casualty. The Lessor shall also provide insurance against any claims for personal injury to the extent of Five Million and 00/100 (\$5,000,000.00) Dollars.

The Lessee shall be named co-owner under all policies. The Lessor shall pay the insurance premiums and forward a copy of the invoices and policies to the Lessee, which invoice the Lessee shall reimburse the Lessor within Thirty (30) Days of receipt.

In the event the Tenant shall find comparable insurance with an insurance company rated B or better by Best Rating Service, then the Landlord shall purchase such insurance instead of the insurance it previously owned. The new policy, once purchased, shall be administered in accordance with the provisions of this lease.

## SECTION 11

The Lessee understands that the leased premises will be mortgaged and by the execution of this Agreement, agrees to subordinate this lease to the rights of the mortgagee.

In the event that the Lessor deems it necessary, at any time during the lease term or any extension thereof, to substitute and place another mortgage on the leased premises, the Lessee agrees to execute without cost any instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages. Any mortgage to which this lease is subordinate shall contain a so-called "non-disturbance" clause to the effect that the Lessee shall not be disturbed in its possession of the premises for any reason other than one which would entitle the Lessor to terminate this lease.

#### SECTION 12

On the last day of the term herein demised or on the sooner termination thereof, the Lessee shall peaceably and quietly leave, surrender and yield up unto the Lessor, all and singular the demised premises, broom clean, in good order and repair, with reasonable wear and tear excepted, together with all alterations, additions and improvements which may have been made upon the premises and approved by the Landlord, except movable furniture or movable trade fixtures and equipment and installations put in at the expense of the Lessee; the Lessee, on or before said date, shall remove all of its property from the demised premises and ~~all property not so removed shall be deemed abandoned by the Lessee.~~ If said premises be not surrendered at the end of the term, the Lessee shall indemnify the Lessor against loss or liability, resulting from the delay by the Lessee in so surrendering the premises, including without limitation, any claims made by any succeeding the Lessee founded on such delay.

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SECTION 13

OPTION TO RENEW

(a) The leased term ending August 31, 1995, may be extended by the Lessee at its option for Three (3) Years until August 31, 1998.

(b) The rent for said period shall be increased or decreased by the Consumer Price Index - New York (1967=100) as computed by the Official Consumers Price Index published by the Bureau of Labor Statistics of the United States for the period beginning <sup>JULY</sup> September 1, 1992 through August 31, 1995.

(c) The Lessee shall exercise its option, if at all, by providing the Lessor Six (6) Months written notice. *OF ITS INTENTION TO RENEW.*

(d) Notwithstanding anything to the contrary in this lease, the sum of Eighteen Thousand Five Hundred Twelve and 00/100 (\$18,512.00) Dollars shall be used to pay the last Two (2) Months rent of the <sup>the</sup> ~~initial~~ lease term. *OR CARRIED OVER TO ANY OTHER OPTIONS EXERCISED UNDER THE TERMS OF THIS AGREEMENT*

(e) The extended leased term ending August 31, 1998, may be further extended by the Lessee at its option for Three (3) Years until August 31, 2001.

(f) The rent for said period shall be increased or decreased by the Consumer Price Index - New York (1967=100) as computed by the Official Consumers Price Index published by the Bureau of Labor Statistics of the United States for the period beginning September 1, 1995 through August 31, 1998.

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(g) The Lessee shall exercise its option to renew, if at all, by providing the Lessor <sup>Six (6)</sup> ~~Four~~ (4) Months written notice.

11/16  
(h) Notwithstanding anything to the contrary in this lease, the sum of Eighteen Thousand Five Hundred Twelve and 00/100 (\$18,512.00) Dollars shall be used to pay the last Two (2) Months rent of the initial lease term.

#### SECTION 14

(a) Any notice or demand made by the parties hereto shall be in writing, and when addressed to the Lessor, shall be forwarded to Frank A. Battel, Municipal Building, Teterboro, New Jersey 07608, until due notice otherwise, and when addressed to the Lessee, to Michael Halperin, President, Party Rental, Ltd., 400 North Street, Teterboro, New Jersey 07608, and a carbon copy thereof shall be sent to Nathan G. Fink, Esq., 470 New Milford Avenue, Oradell, New Jersey 07649 (or to such other address as the Lessee may hereafter designate).

(b) Any notice given hereunder shall be deemed delivered, on the first business day following the day of deposit in a United States general or branch post office, enclosed in a registered or certified mail prepaid wrapper.

(c) All payments due hereunder by the Lessee to the Lessor shall be made to Frank A. Battel, and his receipt therefore shall be sufficient until due notice otherwise.

SECTION 15

Whenever in this lease consent or approval of the Lessor is required as a condition precedent to the taking of any action by the Lessee, such consent or approval shall not be unreasonable delayed or withheld and such consent or approval shall be deemed to have been given unless the Lessee shall have been advised in writing to the contrary within Twenty (20) Days after the making of such request, in writing.

SECTION 16

The obligations of this lease shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

SECTION 17

(a) The Lessor acknowledges that the Lessee will be using the premises initially for a party rental business. The Lessor acknowledges and consents that the Lessee may install dishwashing and laundry facilities which facilities will require large amounts of power and water.

(b) The Lessor approves all of such uses and renovations which renovations may be made commencing up to and including

February 1, 1992. AND PROVIDED FURTHER, HOWEVER, THAT THE LESSOR  
WILL NOT REQUIRE THE PREMISES TO BE REPLACED TO THEIR ORIGINAL  
CONDITION.



#### SECTION 18

The Lessee may make, at its own costs and expense, any renovations and improvements so long as such improvements do not change the outside structure of the premises. The Lessee shall at the end of the lease, return the property to the Lessor in the condition it existed prior to renovation.

#### SECTION 19

##### RIGHT TO PURCHASE DEMISED PREMISES

In the event the Lessor shall receive from a bona fide third party at any time during the term of this lease or any renewal thereof, a bona fide offer to purchase the demised premises at a specified price whether such price be first fixed by the Lessor or the third party, the Lessor shall promptly give the Lessee notice of the terms of such offer and the Lessor's willingness to sell for the price offered and the Lessee shall have the first refusal and privilege (which will hereafter be referred to as an "option"), of purchasing said premises at such a price; such option to be exercised within Ten (10) Business Days after the Lessee receives notice from the Lessor. Said option shall be exercised by the Lessee, in writing, and shall be for the same terms and conditions as the original offer. In the event the Lessee shall not give the Lessor notice within Ten (10) Business Days of its election to purchase for the amount specified in said offer, the Lessee shall not be obligated to purchase and the Lessor may thereafter sell said premises to the party making the offer; subject however to this lease and to the leasehold estate herein granted.

The Tenant shall have the right, at any time during the term of this lease, to purchase the demised premises. Said option shall be exercised by the Lessee, in writing. Said notice shall specify the date of closing of title and delivery of the deed. The selling price of the premises shall be One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars if the Tenant shall purchase the demised premises, on or before June 30, 1996. Thereafter the purchase price shall be increased or decreased by the Consumer Price Index - New York (1967=100) as computed by the Official Consumers Price Index published by the Bureau of Labor Statistics of the United States for the period beginning September 1, 1996 through August 31st of the year prior to the year of the purchase.

In the event the Tenant shall not purchase the demised premises, the Landlord and the Tenant understand and agree that the Landlord shall be under no obligation to renew the terms of this lease beyond August 31, 2001.

#### SECTION 20

Notwithstanding anything in this lease to the contrary, the Lessee may terminate this lease at any time by providing the Lessor with Thirty (30) Days written notice prior to the termination date. The Lessee shall pay the Lessor as liquidated damages, Five (5) Months rent as in effect at the time.

SECTION 21

QUIET ENJOYMENT

The Lessor covenants and represents that the Lessor is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Lessee, on paying the rent and performing the conditions herein contained, shall and may peacefully and quietly have, hold and enjoy the leased premises for the term effectuated.

SECTION 22

The Lessee has this day deposited the sum of Eighteen Thousand Five Hundred Twelve and 00/100 (\$18,512.00) Dollars as the last Two (2) Months rent under this lease, OR CARRIED OVER TO ANY OTHER OPTN. EXERCISED UNDER THE TERMS OF THIS AGREEMENT.

for  
from  
MTH

SECTION 23

LESSOR REPRESENTATIONS

(a) The Lessor is a valid existing New Jersey Partnership; is the sole owner of the land and building; Frank A. Battel has the authority to make this lease without prior approval and that the partner executing this lease has the authority to bind the Partnership; that no liens on the building are in default.

(b) That the building described in this lease are located within the property line of the property owned by the Lessor.

(c) The property exterior consists of Twenty-Nine Thousand Seven Hundred (29,700) Square Feet.

(d) Personal property included is as follows: 2

Air Conditioning

7-17  
(e) The Brighton-Best lease is valid and currently exists. The rent is paid to date and the Lessor hereby approves that a sublease be entered into concurrently with the lease.

SECTION 24

REAL ESTATE FEES

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1-26  
MJK  
The Lessor shall pay all real estate commissions pertaining to this transaction.

REDUCTION OF CURRENT RENT

7-17  
MJK  
The rent under the terms of the current lease shall be reduced by One Thousand and 00/000 (\$1,000.00) Dollars per month as of July 1, 1991 and continuing until June 30, 1992.

The rent reduction will be effected as follows:

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10-11  
MJK  
The Landlord shall pay to the Tenant <sup>Twelve</sup> Ten Thousand and 00/100 (\$10,000.00) Dollars upon the execution of this Document.

12  
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14  
The rent shall be reduced, for the next two (2) months, by One  
Thousand and 00/100 (\$1,000.00) Dollars per month and the Tenant  
shall reduce its monthly payment by One Thousand and 00/100  
(\$1,000.00) Dollars.

13  
14  
15  
This ~~rent~~ <sup>reduction</sup> is granted by the Landlord in  
consideration of the signing of this lease for the additional term as  
set forth in this Agreement, the receipt of which consideration is  
hereby acknowledged.

SECTION 25

NEW JERSEY LAW

This lease shall be construed in accordance with the laws of  
the State of New Jersey and the party against whom this lease shall  
be enforced, shall also be responsible for attorney fees and court  
costs relating to such enforcement.

IN WITNESS WHEREOF, the parties hereto have executed this  
Agreement as of the day and year first above written.

LESSOR

40 West  
NORTH GREEN ENTERPRISES

BY: Henry A. Conway  
HENRY A. CONWAY, PARTNER

BY: Frank A. Battel  
FRANK A. BATTEL, PARTNER

LESSEE

PARTY RENTAL, LTD.

ATTEST:

Arlene Halperin, Secy.  
ARLENE HALPERIN, SECRETARY

BY: Michael Halperin v.p.  
MICHAEL HALPERIN, VICE PRESIDENT

SCHEDULE A

D E S C R I P T I O N

BOROUGH OF TETERBORO

BERGEN COUNTY, NEW JERSEY

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BEGINNING at the point of intersection of the southerly side of North street and the easterly side of green Street, as shown on the Assessment Map of the Borough of Teterboro, Bergen County, New Jersey, said point being the Northwesterly corner of the premises hereinafter described and running:

Thence (1) Easterly and along the Southerly side of North Street, South fifty nine degrees, forty three minutes, thirty seconds East (S59 -43'-30"E), a distance of one hundred ninety and no hundredths (190.00) feet to a point;

Thence (2) Southerly and parallel with the Easterly side of Green Street, South thirty degrees, sixteen minutes, thirty seconds West (S30 -16'-30"W), a distance of three hundred seventy three and five hundredths (373.05) feet to a point in the Northerly line of an existing ten foot wide drainage easement;

Thence (3) Westerly and along the Northerly line of the existing ten foot wide drainage easement, North fifty three degrees, forty two minutes thirty seconds West (N53 -42'-30"W), a distance of forty seven and sixty seven hundredths (47.67) feet to the point of intersection of the Northerly side of said ten foot wide drainage easement with the Northerly right of way line of the railroad side track;

Thence (4) curving to the right along a curve having a radius of three hundred forty nine and twenty six hundredths (349.26) feet, an arc distance of one hundred seventy two and fifty four hundredths (172.54) feet to the point of intersection of aforesaid northerly right of way line of the railroad side track with the easterly side of Green Street;

Thence (5) Northerly and along aforementioned Easterly side of Green Street, north thirty degrees, sixteen minutes, thirty seconds East ( N30 - 16'-30"E), a distance of two hundred seventy four and five hundredths (274.05) feet to the point or place of Beginning.

AGREEMENT OF LEASE

THIS AGREEMENT, made this 2<sup>nd</sup> day of *July*, 1984,  
between NORTH GREEN ENTERPRISES, a Partnership, LESSOR, and  
PARTY RENTAL, LTD., a Corporation of the State of New Jersey,  
having an office at 400 North Street, Teterboro, New Jersey,  
LEESEE:

W I T N E S S E T H

Lessor hereby lets to the Lessee, and Lessee hereby  
leases from Lessor premises located in the Borough of Teter-  
boro, County of Bergen and State of New Jersey, described in  
Schedule A, annexed hereto, subject to restrictions and ease-  
ments set forth in said Schedule, together with the appurten-  
ances and a building of 29,700 square feet, erected thereon.

To have and to hold the said leased premises, as  
above set forth, for a term commencing on July 1, 1987 and  
expiring June 30, 1989, unless renewed by Lessee and Section  
13, to be used and occupied for manufacturing, office, warehouse,  
party rental and laundry purposes and for any other lawful uses.

IT IS MUTUALLY COVENANTED AND AGREED between the Lessor  
and Lessee as follows:

SECTION 1. The rent payable hereunder shall be at  
the rate of \$141,075.00 per year, payable in equal monthly in-  
stallments of Eleven Thousand Seven Hundred Fifty-six and 25/xx  
(\$11,756.25) Dollars on the first day of each month.

SECTION 2. That the Lessee shall take good care of the premises and shall at its own cost and expense make all repairs to the demised premises, including maintenance of the heating system, the sprinkler system, the roof, the electrical system, the plumbing system, and the parking lot, and at the end or other expiration of the term, shall deliver up the demised premises in good order and condition, ordinary wear and tear, depreciation and obsolescence excepted.

SECTION 3. The Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances, violations or other grievances, in, upon or connected with the said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Board of Fire Underwriters for the prevention of fires, at its own cost and expense. Capital improvements made at the request of the Lessee shall be paid for by the Lessee.

SECTION 4. That in case the Lessee shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Lessee shall fail or neglect to make any necessary repairs, then the Lessor or its agent may, after thirty (30) days' written notice, enter said premises and make said repairs



and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Lessee, and in case the Lessee's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Lessor may deduct the same from the balance of any sum remaining in the Lessor's hands. This provision is in addition to the right of Lessor to terminate this lease by reason of any default on the part of the Lessee, provided the Lessor has given the Lessee thirty (30) days' written notice and reasonable time to comply.

SECTION 5. The Lessee may assign or sublet this lease or any portion thereof, provided however, that Lessee shall remain primarily liable for the payment of the rent and the performance of its obligations hereunder.

SECTION 6. No structural alterations, additions or improvements shall be made in or to the premises without the consent of the Lessor, in writing, under penalty of damages and forfeiture. All additions and improvements made by the Lessee shall belong to the Lessor. Any and all trade fixtures, equipment or other additions or improvements installed after Lessee's original occupancy at its expense shall remain Lessee's property and may be removed by Lessee; provided, however, that any damage in the removal thereof shall be the responsibility of the Lessee and shall be repaired at its own cost and expense. The Lessor agrees that permission to make necessary alterations shall not be unreasonably withheld.

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44 TELEGRAPH

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The Lessee shall have the right to install or place signs or posters anywhere on or about the demised premises and may remove said signs and posters upon the termination of this lease, provided, however, Lessee shall repair any damage to the premises caused by such installation and removal.

SECTION 7. (a) If the demised premises shall be so damaged by fire, the elements, war, insurrection, riot, public disorder or other unavoidable casualty, or any act, authorized or unauthorized, as to be substantially or totally destroyed, then the Lessee may choose to terminate this lease and any unearned rent and taxes paid in advance by the Lessee shall be refunded.\* However, in case of any partial damage or destruction of the demised premises, if the Lessee elects not to terminate but to remain in possession while the premises are being rebuilt, then the said premises shall be promptly restored by the Lessor to their previous condition and a just proportion of the rent herein reserved, according to the extent to which they have been rendered untenable, shall abate until the said premises have been so restored and put in proper condition for use and occupancy. \*\*

\* If tenant elects not to terminate the lease, the landlord shall immediately rebuild the premises as expeditiously as possible to their previous condition and the rent herein reserved shall abate until said premises have been so restored and put in proper condition for use and occupancy.

\*\* Tenant shall have the additional right to terminate this lease in the case of a partial destruction of the premises.

(b) It is understood that if the Lessee elects to remain in possession while repairs are being made, the monthly rent will be calculated, based on that portion of the 29,700 square feet that remains available for use by the Lessee.

SECTION 8. In the event the lessee shall default in the payment of rent for thirty (30) days after written notice by the Lessor, or if the Lessee shall be adjudicated bankrupt or insolvent, according to law, or shall make an assignment for the benefit of creditors, then and in any of said cases, the balance of rental for the remainder of the term, shall be considered at once due and payable without notice or demand on the part of the Lessor. In any of said cases, Lessor may without further notice or demand, lawfully enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of the former estate of the Lessor and expel therefrom the Lessee and all property of the Lessee and those claiming under and through it without being deemed guilty of any manner of trespass and without prejudice to any remedies which might be otherwise used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this lease at the option of the Lessor shall terminate, or Lessor may resume possession of the premises without terminating the lease and relet the same for the remainder of the term hereof, at the best rental obtainable for the account of the Lessee.

SECTION 9. (a) The Lessee shall pay all real estate property taxes levied against the demised premises by the Borough of Teterboro and shall pay all meter charges, sprinkler charges, electric and gas charges, and all charges of the like nature which may be assessed or imposed upon the demised premises for water and stand-by sprinkler charges, and if not so paid, the same may be paid by the Lessor and the amount so paid shall be added to the month's rent next occurring.

(b) Any proceeding for contesting the validity or amount of such real estate taxes, governmental impositions or betterment assessments, or to recover back any payments therefore paid by Lessee, may at Lessee's expense be brought by Lessee in the name of Lessor, or in the name of Lessee, or both, as Lessee may deem advisable, and Lessor shall cooperate with Lessee with respect thereto so far as reasonably necessary but no payment shall, without consent of Lessor, be deferred beyond the last date if may be paid without penalty or interest.

SECTION 10. INSURANCE

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The landlord shall keep the leased property insured throughout the term of this lease for the building and all of the landlord's installations which can be considered as part of the building shall be insured at Fair Market Value of the building and installations against loss by fire and extended coverage on other casualty. Landlord shall also provide insurance against any claims for personal injury to the extent of Five Million (\$5,000,000) Dollars.

Tenant shall be named co-owner under all policies. Landlord shall pay the insurance premiums and forward a copy of the invoices and policies to the tenant, which invoice tenant shall reimburse landlord within 30 days of receipt.

SECTION 11. Lessee understands that the leased premises will be mortgaged and by the execution of this Agreement, agrees to subordinate this lease to the rights of the mortgagee.

In the event that the Lessor deems it necessary at any time during the lease term or any extension thereof to substitute and place another mortgage on the leased premises, Lessee agrees to execute without cost any instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages. Any mortgage to which this lease is subordinate shall contain a so-called "non-disturbance" clause to the effect that Lessee shall not be disturbed in its possession of the premises for any reason other than one which would entitle Lessor to terminate this lease.

SECTION 12. On the last day of the term herein demised or on the sooner termination thereof, the Lessee shall peaceably and quietly leave, surrender and yield up unto the Lessor, all and singular the demised premises, broom clean, in good order and repair, with reasonable wear and tear excepted, together with all alterations, additions and improvements which may have been made upon the premises, except movable furniture or movable trade fixtures and equipment and installations put in at the expense of the Lessee; the Lessee, on or before said date shall remove all of its property from the demised premises and all property not so removed shall be deemed abandoned by

the Lessee. If said premises be not surrendered at the end of the term, the Lessee shall indemnify the Lessor against loss or liability, resulting from the delay by the Lessee in so surrendering the premises, including without limitation, any claims made by any succeeding Lessee founded on such delay.

SECTION 13. OPTION TO RENEW

(a) The leased term ending June 30, 1989, may be extended by the Lessee at its option for three years - until June 30, 1992.

(b) The rent for said period shall be increased or decreased by the Consumer Price Index-N.Y. (1967=100) as computed by the Official Consumers Price Index published by the Bureau of Labor Statistics of the United States for the period beginning July 1, 1984 through June 30, 1989:

(c) Lessee shall exercise its option, if at all, by providing Lessor four (4) months written notice.

(d) Notwithstanding anything to the contrary in this lease, the sum of \$18,512.00 <sup>SMALL</sup> can be used to pay <sup>THE LAST</sup> two months rent hereunder. *IF THE INITIAL TERM*

*(NO SECURITY DEPOSIT FOR OPTION PERIOD)*

SECTION 14. (a) Any notice or demand made by the parties hereto shall be in writing, and when addressed to the Lessor, shall be forwarded to Frank A. Battel, Municipal Building, Teterboro, New Jersey 07608, until due notice otherwise, and when addressed to the Lessee, to Michael Halperin, President, Party Rental, Ltd., 400 North Street, Teterboro, New Jersey 07608, and a carbon copy thereof shall be sent to Nathan G. Fink, Esq., 470 New Milford Avenue, Oradell, New Jersey 07649 (or to such other address as Lessee may hereafter designate).

(b) Any notice given hereunder shall be deemed delivered, on the first business day following the day of deposit in a United States general or branch post office, enclosed in a registered or certified mail prepaid wrapper.

(c) All payments due hereunder by the Lessee to the Lessor shall be made to Frank A. Battel, and his receipt therefore shall be sufficient until due notice otherwise.

SECTION 15. Whenever in this lease consent or approval of Lessor is required as a condition precedent to the taking of any action by Lessee, such consent or approval shall not be unreasonably delayed or withheld and such consent or approval shall be deemed to have been given unless Lessee shall have been advised in writing to the contrary within fifteen (15) days after the making of such request, in writing.

SECTION 16. The obligations of this lease shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

SECTION 17. (a) Lessor acknowledges that the Lessee will be using the premises initially for a party rental business. Landlord acknowledges and consents that tenant may install dishwashing and laundry facilities which facilities will require large amounts of power and water.

(b) Lessee intends to make certain renovations and improvements prior to or shortly after the commencement of this lease. Said improvements are hereby approved by Lessor.

(c) Lessor approves all of such/renovations <sup>uses and</sup> which renovations may be made commencing July 2, 1984.

SECTION 18. Lessee may make, at its own cost and expense, any renovations and improvements so long as such improvements do not change the outside structure of the premises. Tenant shall at the end of lease, return the property to the landlord in the condition it existed prior to renovation.

SECTION 19. RIGHT OF FIRST REFUSAL TO PURCHASE  
DEMISED PREMISES.

In the event Lessor shall receive from a bona fide third party at any time during the term of this lease or any renewal thereof, a bona fide offer to purchase the demised premises at a specified price whether such price be first fixed by the Lessor or the third party, the Lessor shall promptly give Lessee notice of the terms of such offer and the Lessor's



willingness to sell for the price offered and Lessee shall have the first refusal and privilege (which will hereafter be referred to as an "option"), of purchasing said premises at such a price; such option to be exercised within 10 business days after Lessee receives notice from Lessor. Said option shall be exercised by Lessee, in writing, and shall be for the same terms and conditions as the original offer. In the event Lessee shall not give Lessor notice within 10 business days of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase and Lessor may thereafter sell said premises to the party making the offer; subject however to this lease and to the leasehold estate herein granted.

SECTION 20. Notwithstanding anything in this lease to the contrary, Lessee may terminate this lease at any time by providing Lessor thirty (30) days written notice prior to the termination date. Lessee shall pay Lessor as liquidated damages, five (5) months rent as in effect at that time.

SECTION 21. Quiet Enjoyment.

The Lessor covenants and represents that the Lessor is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Lessee, on paying the rent and performing the conditions herein contained, shall and

may peacefully and quietly have, hold and enjoy the leased premises for the term effectuated.

SECTION 22. Lessee has this day deposited the sum of \$18,513 as the last two months rent under this lease. Said rent may in all circumstances, at the option of the Lessee, be considered two months rent regardless of the rent at the time applied.

SECTION 23. LESSOR REPRESENTATIONS

(a) Lessor is a valid existing New Jersey Partnership; is the sole owner of the land and building; has the authority to make this lease without prior approval and that the partner executing this lease has the authority to bind the Partnership; than no liens on the building are in default.

✓ (b) That the ~~land and building~~ <sup>premises</sup> described in this lease are located within the property line of the property owned by the Lessor.

X (c) ~~That the intended use of the building complies with all laws and ordinances of New Jersey and its municipalities.~~

(d) The property exterior consists of 29,700 square feet.

(e) Personal property included is as follows: Air Conditioning

(f) The Brighton-Best lease is valid and currently exists <sup>THE RENT IS PAID TO BTR</sup> ~~without default~~ and Lessor hereby approves <sup>the</sup> ~~the~~ sublease <sup>as</sup> entered into concurrently with the lease. <sub>12</sub>

SECTION 24. REAL ESTATE FEES

*Handwritten:* 1000  
800  
200  
COMMISSIONS

Lessor shall pay all real estate fees  
pertaining to this transaction.

SECTION 25. NEW JERSEY LAW

This lease shall be construed in accordance with the laws of the State of New Jersey and the party against whom this lease shall be enforced, shall also be responsible for attorney fees and court costs relating to such enforcement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR:

NORTH GREEN ENTERPRISES

BY Henry A. Conway  
Henry A. Conway, Partner

Frank A. Battel  
Frank A. Battel, Partner

LESSEE:

PARTY RENTAL, LTD.

ATTEST:

Arlene Halperin, Secy.  
ARLENE HALPERIN, SECRETARY

BY Michael Halperin Pres  
Michael Halperin, President

SCHEDULE A

D E S C R I P T I O N

OF PART OF LOT 1, BLOCK 6

BOROUGH OF TETERBORO

BERGEN COUNTY, NEW JERSEY

BEGINNING at the point of intersection of the southerly side of North Street and the easterly side of Green Street, as shown on the Assessment Map of the Borough of Teterboro, Berge County, N.J., said point being the northwesterly corner of the premises hereinafter described and running:

Thence (1) easterly and along the southerly side of North Street, South fifty nine degrees, forty three minutes, thirty seconds East ( $S59^{\circ}-43'-30''E$ ), a distance of one hundred ninety and no hundredths (190.00) feet to a point;

Thence (2) Southerly and parallel with the easterly side Green Street, south thirty degrees, sixteen minutes, thirty seconds west ( $S30^{\circ}-16'-30''W$ ), a distance of three hundred seventy three and five hundredths (373.05) feet to a point in the northerly line of an existing ten foot wide drainage easement;

Thence (3) westerly and along the northerly line of the existing ten foot wide drainage easement, north fifty three degrees, forty two minutes thirty seconds west ( $N53^{\circ}-42'-30''W$ ), a distance of forty seven and sixty seven hundredths (47.67) feet to the point of intersection of the northerly side of said ten foot wide drainage easement with the northerly right of way line of the railroad side track;

Thence (4) curving to the right along a curve having a radius of three hundred forty nine and twenty six hundredths (349.26) feet, an arc distance of one hundred seventy two and fifty four hundredths (172.54) feet to the point of intersection of aforesaid northerly right of way line of the railroad side track with the easterly side of Green Street;

Thence (5) northerly and along aforementioned easterly side of Green Street, north thirty degrees, sixteen minutes, thirty seconds east ( $N30^{\circ}-16'-30''E$ ), a distance of two hundred seventy four and five hundredths (274.05) feet to the point or place of Beginning.

**LEASE**

THIS LEASE, made this 13<sup>th</sup> day of February, 1997,

**BETWEEN R.C. REALTY ASSOCIATES**, a Partnership, duly organized and existing under the laws of the State of New Jersey, having its office at 200 North Street, Teterboro, New Jersey 07608 (hereinafter referred to as "Lessor");

**AND PARTY RENTAL LTD.**, a Corporation of the State of New Jersey, with offices at 400 North Street, Teterboro, New Jersey 07608 (hereinafter referred to as "Lessee");

**WITNESSETH:**

**PREMISES**

1. The Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Lessee, has leased and rented and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following-described property (hereinafter referred to as "Leased Premises"), to-wit:

All that certain real property, together with improvements thereon, situate, lying and being in the Borough of Teterboro, County of Bergen and State of New Jersey, and more particularly bounded and described as follows:

72,108 square feet, approximately, of office and warehouse space located in a portion of the one-story brick and masonry building situated at 200 North Street, Teterboro, New Jersey, also known as Lot 9, Block 307 on the Tax assessment Map of the Borough of Teterboro, together with use in common with other tenants of the walkways, the driveway adjoining the building, and the parking area immediately adjoining the side and rear of that part of the building to be occupied by Lessee, consisting of 58 parking spaces.

Lessee shall be entitled to an additional eighty (80) parking spaces adjacent to Lessee's premises at an additional rental of Twenty (\$20.00) Dollars per month per space for an annual total of Nineteen Thousand Two Hundred (\$19,200.00) Dollars per year.

The parking area set aside for Lessee is marked on Exhibit "A", with the leased space in the building delineated in red.

For use by the Lessee solely as an office, plant, showroom, spray booth and warehouse for the Lessee.

2. TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging unto Lessee for and during the full term of seventeen and one half (17.5) months beginning on March 15, 1997, until the thirty-first (31) day of August, 1998, unless previously renewed as provided herein.

3. Yielding and paying therefore, during the term aforesaid, the total sum of Three Hundred Sixty Thousand Six Hundred Ninety and 23/100 (360,690.23) Dollars payable as follows:

For the one-half month of March 15, 1997, to March 31, 1997, the sum of Ten Thousand Three Hundred Five and 44/100 (\$10,305.44) Dollars;

Commencing on April 1, 1997, the adjusted monthly rental of Twenty Thousand Six Hundred Ten and 87/100 (\$20,610.87) Dollars, monthly thereafter on the first day of each month the same sum until the first (1st) day of August, 1998.

Lessee, nevertheless, shall be entitled to deduct from the monthly rent due Lessor the actual cost of renovations undertaken by Lessee as set forth in Paragraph 4(a) hereof, as the parties have agreed in writing benefits the building by amortizing such cost over nine (9) years and dividing again by twelve (12).

All such rent shall be paid by check of Lessee, payable to the order of the Lessor, and mailed to Lessor at 200 North Street, Teterboro, New Jersey, or such address as Lessor may designate in writing, together with such additional and increased rental as is provided for herein.

AND LESSOR DOES HEREBY COVENANT AND AGREE WITH LESSEE AS FOLLOWS:

#### BUILDING

4. The improvements on said premises consist of a one-story brick/masonry office and warehouse building, together with parking areas and truck driveway, as depicted on Exhibit "A", attached hereto and made a part hereof. Said premises shall be accepted in their present physical order and condition. Lessor represents that the building and all fixtures are in good and proper working order and that there are no defects or deficiencies therein.

a. **Renovations to Building** - Lessor and Lessee understand and agree that Lessee intends to make renovations to the Leased Premises, including, but not limited to, the conversion of approximately Ten Thousand (10,000) square feet of warehouse space into office space and the construction of two (2) additional loading docks, and to make available to it eight (8) bays. Drawings, plans, specifications and cost estimates are attached hereto as Exhibit "B".

No construction will commence until both Lessor and Lessee have had reasonable opportunity to review all drawings, plans and specifications and cost estimates and all revisions thereof, and have approved the final drawings, plans and specifications and affixed their respective signatures to each document, and similarly have approved the final estimated cost of the project and the final estimated cost of renovations benefitting the building and a building permit has been issued by the municipal authorities. Contractors selected shall be approved in writing by Lessor and Lessee before commencement of the construction.

The parties intend that construction shall commence promptly after the signing of this Lease and both parties will use their best efforts so that sufficient construction will be completed as is necessary for occupancy by March 15, 1997.

The total cost estimates for the renovation of office space are \$25.00 to \$30.00 per square foot for a total cost of between Two Hundred and Fifty Thousand (\$250,000.00) Dollars and Three Hundred Thousand (\$300,000.00) Dollars, plus the cost of two (2) additional loading docks and other agreed-on renovations which benefit the building. In no event shall the total cost of renovations that benefit the building exceed Four Hundred Thousand (\$400,000.00) Dollars.

Lessee agrees that upon commencement of the construction, it will faithfully continue said construction until the full completion thereof within the period provided for herein in accordance with the drawings, plans and specifications and all construction will be performed in a good and workmanlike manner. All work shall be performed in compliance with all permits and authorization and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal authorities, departments, commission bonds and offices, any national or local Board of Fire Underwriter, or any other body hereafter exercising functions similar to those of any of the foregoing.

Lessee will not permit any mechanic's lien or liens to be placed upon the leased premises or improvements on the premises. If a mechanic's lien is filed on the leased premises or on improvements on the leased premises, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the premises or improvements on the premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten (10%) percent per annum until repayment.

All such renovations benefitting the building shall at the expiration of this Lease be and remain the property of the Lessor as further consideration for this Lease and need not be removed. All other alterations or improvements made by Lessee shall become the property of Lessor at the termination of this Lease unless Lessor elects otherwise. Such election by Lessor shall be made by giving Lessee notice thereof not less than ninety (90) days prior to the expiration or other termination of this Lease or any renewal thereof, in which case Lessee shall remove such alterations or improvements and restore the interior of the building to the same layout and configuration as existed before the alterations or improvements were made.

Workers' Compensation Insurance and General Liability Insurance shall be maintained at Lessee's sole cost when any work is in process, all as set forth in Paragraph 24(f), and copies thereof shall be delivered to Lessor before work commences.

#### **QUIET POSSESSION**

5. Lessor warrants and represents that it is the fee owner of the Leased Premises and that it has full right to make this Lease. Lessor further covenants and agrees for itself, its successors and assigns, that during the term hereof and so long as Lessee or those claiming under Lessee perform Lessee's covenants and agreements hereunder, Lessee and those so claiming shall lawfully, peacefully, and quietly have, hold,

use, occupy, possess and enjoy the premises hereby leased with all appurtenances, without let, suit, hindrance, eviction, molestation, or interruption whatsoever, of or by adverse title or by Lessor or those claiming under Lessor.

#### **GENERAL REPAIRS BY LESSOR**

6. During the term of this Lease and after written notice of the need therefor, Lessor will make all repairs to the exterior walls and foundation of the building of which said premises are a part.

#### **OTHER REPAIRS**

7. Lessor further covenants and agrees to make, at its own cost and expense, any and all repairs to the building made necessary by reason of damages caused by storm, fire, flood lightning, earthquake, Acts of God, or the public enemy and/or casualties, as more fully provided in Paragraph 30.

#### **REMOVAL OF TRADE FIXTURES**

8. Any trade fixtures, machinery and equipment, power wiring, conduits, drapes, rods and venetian blinds furnished and installed by Lessee at its own expense, shall be considered as its own and upon the expiration of this Lease, or any extension thereof, Lessee may remove same providing that Lessee shall repair any damage caused to said premises by such removal.

AND LESSEE DOES HEREBY COVENANT AND AGREE WITH LESSOR AS FOLLOWS:

#### **PAYMENT OF RENT**

9. That Lessee will pay said rent and increases thereof at the times and place and in the manner aforesaid.

#### **UTILITY BILLS**

10. That Lessee will pay all charges and bills for water, heat, gas and electricity which may be assessed or charged by means of separate meters for such utilities against the occupant of said premises during said term or any extension thereof.

#### **REPAIRS BY LESSEE**

11. a. The Lessee covenants throughout the term of this Lease to take good care of and maintain in good and safe condition, the building and building equipment, including all heating, air conditioning, plumbing and the electrical system and fixtures pertaining to said system, provided, however, that Lessee shall not be responsible for any damage caused by the user of the adjacent portion of the building, which portion is identified in Exhibit "A". Lessee shall also maintain that part of the driveway used exclusively by Lessee and the parking areas. All repairs by Lessee shall be done in a good and workmanlike manner. It is understood, however, that Lessor shall be liable for repairs to the building that are the direct or indirect result of structural defects in the Leased Premises;

b. Lessee covenants and agrees to maintain, at its own cost and expense, the driveway to the street, which it uses in common with other occupants or tenants, and shall maintain the same in a good state of repairs at all times, and shall keep the same unobstructed of snow, ice,



motor vehicles and other objects, for the free passage of motor vehicles at all times;

c. Notwithstanding any of the above, it is understood and agreed that ordinary maintenance repairs to the roof and parking lot shall be the responsibility of Lessee, but Lessor shall be responsible for all structural or capital-type expenditures for the roof and the building structure and any common area driveway.

#### **EXCLUSIVE CONTROL OF PREMISES**

12. Lessor shall give to Lessee exclusive control of the leased premises and shall be under no obligation to inspect said premises. Lessee shall report in writing to Lessor any defective condition known to it which Lessor is required to repair, and failure to so report such defects shall make Lessee responsible to Lessor or any liability incurred by Lessor by reason of such defect.

#### **ASSIGNMENT OR SUBLETTING**

13. That Lessee will not assign this Lease or let or underlet the whole or any part of said leased premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld by Lessor, provided, however that Lessor's insistence on detailed assurances concerning the financial responsibility of any assignee or subtenant shall not be deemed an unreasonable withholding of its consent.

#### **USE OF PREMISES**

14. That Lessee will use and occupy the leased premises as office, plant, showroom, spray booth and warehouse for the storage and delivery of equipment, machinery and accessories and other personal property including, but not limited to rental items used for party rental. Since they have been in prior possession of the remainder of the leased premises and have been advised by the Building Inspector of Teterboro that no Certificate is required for Lessee's present use, except as set forth herein, Lessee agrees to hold Lessor harmless from any claim as a result of failure to obtain such Certificate of Occupancy. However, the parties understand that a Certificate of Occupancy will be required before the Borough accepts the improvements contemplated hereunder.

#### **GOVERNMENT ORDERS**

15. That Lessee will fully comply with and obey all laws, ordinances, rules, regulations and requirements of all regularly constituted authorities in any way regulating the use of said premises, and will not use or permit said premises to be used for any unlawful purpose or will not manufacture or permit to be sold on the premises any intoxicating liquor.

#### **ABANDONMENT OF PREMISES**

16. That Lessee will not, without the prior written consent of Lessor, permit said premises to remain vacant or unoccupied for more than thirty (30) consecutive days, unless Lessee shall provide a caretaker or watchman to insure protection to Lessor under its fire insurance coverage.

#### **INDEMNITY AGAINST LIENS**

17. That Lessee agrees to indemnify Lessor against all liens, claims, or demands arising out of any improvements, repairs, or alterations made by Lessee in or upon the Leased Premises. Any said liens shall be allowed during construction but shall be removed promptly thereafter by Lessee.

#### **INDEMNITY AGAINST LIABILITY**

18. That Lessee will indemnify and save harmless the Lessor from and against any penalty or damage or charges imposed for any violation of laws or ordinances, or from and against any loss, cost, or damage resulting from injury to persons or property occurring on said premises during the term of this Lease, or any extension or renewal thereof, unless arising out of any omission, fault, negligence, or other misconduct of the Lessor on or about the Leased Premises, or arising from any defective original construction of the foundations, walls, roof, plumbing, wiring, or heating systems in or upon said leased Premises. The Lessee shall maintain and pay for general public liability insurance affording protection as per certificate of insurance attached, which Lessor has approved, protecting the Lessor and the Lessee, as their respective interests appear or may appear, each with the same effect as if separately insured, against any claims for damage or injury to persons or property occurring in or on the premises. Such policy shall name the Lessor and Potdevin Machine Company as insureds, and shall contain a provision that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days' prior written notice, and shall be in such form as is approved by Lessor. The policy of public liability insurance shall include a provision protecting the Lessor and the Lessee as their respective interests appear or may appear, in the minimum amount of One Million (\$1,000,000.00) Dollars in the event of injury per person and per accident, and Five Hundred Thousand (\$500,000.00) Dollars for property damage; a copy of such policy or a certificate evidencing issuance of such policy in as much detail as required by Lessor shall be issued and delivered to the Lessor. Such liability policy shall contain a provision whereby the insurer waives its rights of subrogation against Lessor.

#### **LOSS OR DAMAGE SUSTAINED BY LESSEE**

19. That Lessor shall not be liable to the Lessee or to anyone claiming under or through Lessee, for any loss and/or damage which may be occasioned by fire or water, deluge or overflow, bursting, leaking, or running over of water pipes, plumbing, or fixtures, gas, steam, sewage, wiring, or other apparatus or by rain or other water being or coming upon said premises through the roof, skylight, or trap door, if any, or by reason of the existing condition, defect, matter, or thing in said Leased Premises unless caused by structural defects, or unless such loss or damage arises out of any omission, fault, negligence, or other misconduct of Lessor and/or its agents or invitees after notice as provided in Paragraph 12.

#### **SURRENDERING PREMISES**

20. That Lessee will surrender and deliver up said premises, at the end of said term, in as good order and condition as the same now are, reasonable use and natural wear and tear, a taking by eminent domain, Act of God, or other loss for which the Lessor is compensated for by insurance, excepted.

#### **REPLACEMENT OF GLASS**

21. That Lessee agrees to replace all broken glass with glass of the same size and quality of that broken, except as provided in Paragraph 7.

#### **SIDEWALKS**

22. That Lessee agrees to keep the sidewalks, parking lot and driveways used exclusively by Lessee adjacent to the building, in a clean, safe, and sanitary condition according to the Borough Ordinances and the directions of the public officers during the term of this Lease at Lessee's own expense. The Lessee agrees to clean the ice and snow from the sidewalks, parking lot and such driveways and to remove the ice and snow

from the gutters and downspouts, as noted on Exhibit "A" attached hereto and made a part hereof. Lessee agrees to cut the grass, trim the shrubbery, and to do all other work necessary to properly maintain and care for the lawn, shrubbery and other landscaping on the premises.

#### **OUTDOOR SIGNS**

23. That Lessee shall have the right to erect such signs advertising its own business or product, on the front, side and rear, or roof of the building and parking area, as shall be in accordance with the Ordinances of the Borough of Teterboro, and approved by the appropriate officials thereof, after having obtained the prior written approval for such specific signs from Lessor, which approval shall not be unreasonably withheld by Lessor. Lessee shall be liable for any damage occasioned by the erection and maintenance of such signs, including damages to the building and/or parking area, or damages to persons or property. No sign shall be painted on the surface of the masonry. Lessee shall remove such signs upon the termination of this Lease by expiration of the term or otherwise, and shall make any repairs to the building necessitated by the removal of the sign. Lessee shall comply with the laws, rules and directive of all appropriate governing bodies involving the maintenance of such signs.

#### **INTERIOR ALTERATIONS**

24. Except as otherwise provided herein, Lessor and Lessee shall have the right to make changes in the interior of the building, other than structural changes, as they shall deem necessary or advisable in adopting the premises to its use but subject in all cases to the following:

a. Lessor and Lessee shall make no change or alteration involving an estimated cost of more than Fifteen Thousand (\$15,000.00) Dollars, except after ten (10) days written notice to the other party and upon obtaining the prior written consent of the other which shall not be withheld if the change or alteration would not, in the reasonable opinion of the other party, impair the value or usefulness of the building or any part thereof. No renovations shall be undertaken which are not reasonably required for Lessor's tenant's businesses as they exist on the date of this Lease or Lessee's business.

b. No change or alteration shall be undertaken until the party undertaking the change or alteration shall have procured and paid for, so far as the same may be required from time to time, any permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction. All plans and specifications required shall be performed by a licensed architect or engineer whose fees shall be paid for by the party undertaking the change or alteration. The other party shall join in the application for such permits or authorizations whenever such action is necessary;

c. Any change or alteration shall, when completed, be of such character as not to reduce the value of the Leased Premises below its value immediately before such change or alteration. All such changes or alterations shall become the property of the Lessor, unless such item is a trade fixture as provided in Paragraph 8, except as provided in Paragraph 4. Lessor, at its option, may require Lessee, at the termination of the Lease, to remove such change or alteration, and restore the interior of the building to the same layout and configuration as existed when Lessee took possession. Such election shall be made in writing at the time the improvement is made;

d. Any change or alteration shall be made promptly (unavoidable delays excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body hereafter exercising functions similar to those of any of the foregoing;

e. The cost of any such change or alteration shall be paid in cash or its equivalent so that the Leased Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Leased Premises.

f. Worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee or the Leased Premises, and general liability insurance for the mutual benefit of Lessee and Lessor, with limits of not less than \$1,000,000.00 in the event of bodily injury per person and per accident, and with limits of not less than \$50,000.00 for property damage, shall be maintained by Lessee at Lessee's sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies of recognized responsibility, and shall name the Lessor and Potdevin Machine Company as insureds and include the Lessor's interest, and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered to Lessor.

#### **DEFAULT BY LESSEE AND REMEDIES UPON LESSEE'S DEFAULT**

25. In the event at any time:

a. After fifteen (15) days' notice by Lessor of Lessee's failure in paying promptly when the same becomes due and payable, in accordance with the provisions of this Lease, any installment of rent, taxes, assessment, insurance premiums, or other charges payable by Lessee hereunder, and if any such default continues for thirty (30) days; or

b. Lessee defaults in promptly performing any other covenant or agreement whatsoever required to be performed by Lessee hereunder and any such default continued for thirty (30) days after notice of default; (provided, however, that if any such default cannot be cured within the aforesaid period of thirty (30) days, then Lessee shall be deemed to have cured such default if within said period of thirty (30) days Lessee commences to cure such default and diligently thereafter prosecutes the curing thereof to completion) then, and in any such event, Lessor may at any time thereafter, at its option:

(i) Terminate this Lease by giving to Lessee written notice of Lessor's intention so to do, which notice shall specify as to the time of termination the date at least fifteen (15) days after the giving of such notice; and/or

(ii) Resort to all other rights and remedies whatsoever which might be available to Lessor; and/or

(iii) Lessor, in addition to any other remedies herein contained or as may be permitted by law, may either, by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises, provided the same are not protected by a caretaker or other employee of Lessee, and the same and again possess and enjoy; and as agent for the Lessee or otherwise, re-let the premises and receive the rents therefor and apply the same, first, to the payment of such expense, reasonable attorney fees and costs, as the Lessor may have been put to in re-entry, repossessing and re-letting the same, including but not limited to broker's commissions, and in making such repairs and alterations as may be necessary; and, second, to the payment of the rents due hereunder. The Lessee shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Lessor, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Lessor during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

#### **INSOLVENCY OR BANKRUPTCY OF LESSEE**

26. That in the event of the insolvency or bankruptcy of the Lessee or the filing of any petition under the Bankruptcy Act, voluntary or involuntary, and such bankruptcy is not stayed within thirty (30) days of filing of such petition, or in the event of a partial or general assignment for the benefit of a creditor, or creditors, or in the event of the failure of Lessee to maintain its corporate existence and franchise, and, if any rent payment is not made timely, then the Lessor shall have the right and privilege to either (a) immediately terminate this Lease by thirty (30) days' written notice; or (b) re-enter into possession of the premises and to hold the Lessee liable for the difference, if any, between the rental herein reserved for the unexpired portion of the term and any lesser amount which Lessor, in the exercise of reasonable diligence, is able to procure for the unexpired portion of the term, each monthly difference being a separate cause of action; nor shall Lessor be liable to Lessee for any larger amount of rent which Lessor is able to procure.

#### **WAIVER OF BREACH**

27. That no waiver of any condition or covenant of this Lease shall be deemed a waiver of any other condition or covenant of this Lease.

#### **ENTRY TO PREMISES**

28. That Lessee will permit Lessor or Lessor's agents to enter upon said premises at all reasonable times to examine condition of same and when authorized by Lessor, workmen may enter the premises during business hours to make repairs, except that when any major repairs are to be made, Lessor shall consult and obtain Lessee's approval as to the time when such work shall be done, and except that if Lessee shall only give approval for said repairs or alterations to be made outside of the regular work hours which shall result in overtime labor rates, Lessee shall pay the difference between the regular and overtime rate to Lessor promptly upon receipt of invoice.

#### **REAL ESTATE TAXES**

29. a. That Lessee, in addition to the fixed rent provided herein in Paragraph 3, shall pay to Lessor sixty-six and one-half (66.5%) percent of the realty property taxes assessed against the land and building at 200

North Street, Teterboro, New Jersey, during the term of this Lease. Lessor, upon receipt of such statements from the taxing authority, shall deliver a copy thereof to Lessee together with a statement of the amount of such taxes owed by Lessee and Lessee shall forthwith pay such amount to Lessor;

b. That Lessee agrees to pay timely throughout the term hereof and before delinquency, penalty, interest, or costs that may be added thereto, all taxes, assessments levied and assessed or to be levied and assessed upon all personal property placed upon the Leased Premises by the Lessee, including personal property placed upon the Leased Premises by the Lessee which may be assessed as a portion of the realty. With respect to local assessments for improvements, it is agreed that payment therefore may be made in installments, the burden of which shall be pro-rated between Lessee and Lessor in the same proportion as the balance of the term of the Lease bears to the economic life of the improvement at the time of such assessment;

c. That Lessee reserves the right to contest by appropriate proceedings the validity or amount of any tax or assessed valuation herein agreed to be paid by it and Lessor agrees to render to Lessee all assistance reasonably possible without expense to Lessor in contesting the validity or amount of any such excess tax or assessed valuation including joining in and signing of any protest or pleadings which Lessee may deem it advisable to file;

d. That Lessor agrees to furnish Lessee with a copy of the annual tax bill as presented to it by the Borough of Teterboro.

#### **LESSOR AND LESSEE MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

##### **DESTRUCTION OF PREMISES**

30. That Lessee shall, in case of damage to the premises caused by fire, tornado, windstorm, cyclone, earthquake, hail, or other casualties, during the term of this Lease, give immediate notice to Lessor in writing, who shall thereupon, to the extent of the insurance as aforesaid, cause the damage to be repaired with reasonable diligence and dispatch, unless this Lease is terminated by either Lessor or Lessee as in this paragraph provided. In the event the Leased Premises are partially damaged or destroyed by fire or otherwise, the rent shall be reduced by an amount to be determined by negotiation between the parties, or if no agreement can be reached between the parties, then by arbitrators provided for in this paragraph; Lessee shall pay such reduced rent in accordance with the undamaged floor space usable by Lessee and the reduction shall continue from the date of giving notice to Lessor until such repairs are completed. If the damage or destruction shall be so excessive as to render the premises totally untenable for the purposes of Lessee, the rent shall be payable to the date of Lessee's giving written notice of such damage or destruction and shall thereupon cease until such time as the premises are put in good order by Lessor. In the event the premises cannot reasonably be or are not repaired or restored to their former condition within ninety (90) days from the date of the damage or destruction, Lessee may, at its option, cancel this Lease, effective as of the date it gave written notice to Lessor of the damage or destruction, and Lessor shall refund to Lessee any prepaid rent. In the event the premises cannot be reasonably repaired or restored to their former condition within one hundred eighty (180) days from the date of the damage or destruction, Lessor may, at its option, cancel this Lease effective as of the date Lessee gave written notice to Lessor of said damage or destruction. In the event the premises cannot be reasonably repaired or restored to their former condition as aforesaid, and either Lessor or Lessee has exercised its right to cancel this Lease, Lessee, in addition to being entitled to a refund of prepaid

rent, shall be reimbursed by Lessor for any unamortized cost of renovations benefitting the building as described in Paragraph 3. If Lessor and Lessee cannot agree as to whether said building or the premises be totally destroyed by fire or other casualty or so damaged that the Leased Premises are rendered untenable or unsuitable for the occupation or operation of the business of the Lessee, or that the same may be restored to their former condition within ninety (90) days, the fact shall be determined by arbitration; Lessor and Lessee shall each choose an arbitrator within five (5) days after either has notified the other in writing of such damage, the two so chosen, before entering on the discharge of their duties, shall elect a third, and the decision of any two of such arbitrators shall be conclusive and binding upon both parties hereto. The cost of such arbitration shall be borne equally by the parties. This paragraph shall not be deemed to have voided or changed Lessee's option rights to purchase as set forth in Paragraph 51.

Notwithstanding the foregoing, in the event the building is substantially or totally destroyed during the last six (6) months of this Lease, or the last six (6) months of any extended term thereof, due to causes not within the standard fire and extended coverage insurance, the Lessor may, at its option, by written notice to Lessee, terminate this Lease, and the Lessor shall refund to the Lessee any prepaid rent.

#### EMINENT DOMAIN

31. That if, during the term of this Lease, or any renewal term, all or part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, whether or not this Lease is terminated as herein provided or otherwise, Lessor shall be entitled to the entire award in such proceedings for the land and building, and Lessee shall have the right only to prove in such proceedings and to receive any award which may be made for damages or condemnation of Lessee's movable trade fixtures and equipment and not for the loss of Lessee's leasehold estate.

If the entire Leased Premises shall be taken under such eminent domain proceedings, this Lease and all the right, title and interest of Lessee hereunder shall cease and come to an end on the date of possession by governmental authority pursuant to such proceedings.

If less than the entire demised premises, but more than twenty (20%) percent of the usable floor area of the building on the Leased Premises, shall be taken in any such proceedings, Lessee, at its option, may terminate this Lease in its entirety by giving notice to Lessor, in writing, within sixty (60) days after the date of possession by governmental authority in such proceedings, specifying a date not more than sixty (60) days after the giving of such notice as the date for such termination.

If twenty (20%) percent or less of the usable floor area of the building on the Leased Premises shall be taken by eminent domain proceedings, or if more than twenty (20%) percent of such floor area is taken and less than forty (40%) percent and Lessee does not elect to terminate as hereinabove provided, then, in either event, Lessor covenants and agrees, at Lessor's sole cost and expense, promptly to restore insofar as reasonable and practically possible, that portion of the building on the Leased Premises not so taken to a complete architectural unit for the use and occupancy of Lessee and with the same usable floor space as in this Lease expressed. If forty (40%) percent or more of usable floor area of said building shall be taken and Lessee does not elect to terminate as hereinabove provided, Lessor shall have the option of either restoring the building as hereinbefore provided or terminating this Lease in its entirety by giving notice to Lessee, in writing, within fifteen (15) days after the date of possession by governmental authority in such proceedings, specifying a date not less than sixty (60) days after the giving of such notice as the date for such termination. During any period in which Lessee shall be deprived of the use of any portion of said premises, building

and improvements as a result of such eminent domain proceedings, the rent shall be reduced by an amount which bears the same proportion to the total rent as the value of the portion of the land, building and improvements not available to Lessee bears to the value of the entire land, building and improvements leased hereunder. If a dispute should arise between Lessor and Lessee as to such values, such values shall be determined by a majority of three (3) arbitrators, one to be selected by Lessor, one to be selected by Lessee, and one to be chosen by the two arbitrators so selected. The cost of the arbitration shall be borne equally by the parties.

In the event that Lessor has the right to terminate this Lease as provided in this Paragraph 31 and has exercised such right, Lessor agrees to reimburse Lessee for any unamortized costs of renovations benefitting the building as described in Paragraph 3.

#### **ESTATE LAND**

32. That this Contract shall create the relationship of Landlord and Tenant between Lessor and Lessee. No estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale so far as the parties may lawfully so provide by agreement, but the Lessee may assign or sublet as provided in Paragraph 13 hereof.

#### **HOLDING OVER**

33. That if Lessee remains in possession of Leased Premises after expiration of the term hereof, or after expiration of any renewal or extension of this Lease, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a tenant at will at rental rate in effect at end of Lease or in effect at end of any renewal or extension thereof, and there shall be no renewal of this Lease by operation of law.

#### **RELETTING BY LESSOR**

34. Lessor may, without terminating this Lease, upon Lessee's breaching this Contract, at Lessor's option, enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting.

#### **ENTRY FOR CARDING, ETC.**

35. Lessor may card premises "For Rent" or "For Sale" six (6) months before termination of this Lease, or, in the event of renewal or extension, six (6) months before the term covered by any such renewal or extension. Lessor may enter the Leased Premises at reasonable hours to exhibit same to prospective purchaser or tenants.

#### **INSURANCE ON LEASED PREMISES**

36. a. Lessor agrees to maintain insurance on the building insuring the same against loss or damage by fire and all-risk insurance and against hazards includable in an extended coverage endorsement, and to furnish Lessee with a certificate evidencing such insurance. Lessor will present the paid bill for the premium for such insurance to Lessee, as the same becomes due and Lessee agrees to promptly reimburse Lessor therefore. The policy will be issued in the name of the Lessor and any loss is to be paid solely to the Lessor. The insurance shall be written in an amount equal to ninety (90%) percent of the full replacement and reconstruction cost. In the event the insurance carrier does not provide Lessor with a separate bill for the premium for the Leased Premises, then Lessee agrees to pay a proportionate share of the Lessor's entire bill which shall be based on the ratio between the area of the structure on the Leased Premises



and the total area of all the structures insured under the policy. Lessor agrees that, in the event such fire and extended coverage insurance rates are increased as a result of Lessor's or another tenant's occupancy of all or part of the building that is not occupied by Lessee hereunder, then, in such event, Lessee shall only be required to pay its proportionate share of the standard rate;

b. The parties acknowledge that Premises are a part of a larger space in the Building, and Lessee agrees that, in the event fire and extended coverage insurance maintained by Lessor on the Building or any fire contents insurance maintained by Lessor on materials or goods stored by Lessor in any portion of the Building are increased as a result of Lessee's occupancy, Lessee shall pay such increase upon demand;

c. It is expressly understood and agreed that if, because of Lessee's use of the premises, it shall be impossible to obtain the insurance on the building as set forth in paragraph 36(a) above, Lessor may, if it so elects, at any time thereafter, terminate this Lease and the term thereof, on giving to the Lessee fifteen (15) days' notice, in writing, or its intention so to do. Upon service of the written notice, Lessee shall have the right to procure such insurance at its cost, and if Lessee obtains such insurance on or before the expiration of the fifteen (15) day period, then the notice of termination shall be null and void. Otherwise, this Lease and the term thereof shall terminate and come to an end upon the expiration of the last day of such fifteen (15) day period.

#### REMEDIES CUMULATIVE

37. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative, but not restrictive to those given by law.

#### DEFINITIONS

38. "Lessor", as used in this Lease, shall include Lessor, its successors and assigns in title to premises (or heirs, executors, administrators and assigns in title to premises). "Lessee" shall include Lessee, its successors and assigns, and, if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sub-lessees as to premises covered by such assignment or sublease. "Lessee" shall also include any corporation into which Lessee may be merged and any corporation resulting from a consolidation of Lessee with any other corporation or corporations, and the surviving corporation or resulting corporation, as the case may be, in the event of such merger or consolidation, shall thereupon be the Lessee hereunder. "Lessor", "Lessee" (and "Agent") include male and female, singular and plural, corporation, partnership, or individual, as may fit the particular parties.

#### SERVING OF NOTICE

39. All notices required by terms of this Lease to be given to Lessor shall be given by sending them postage prepaid, to Lessor at 200 North Street, Teterboro, New Jersey, 07608, with a copy to Octavius A. Orbe, Esq., Orbe, Nugent and Darcy, 40 West Ridgewood Avenue, Ridgewood, New Jersey, 07450; and all notices required to be given Lessee shall be given by sending them Certified Mail, Return Receipt Requested, postage prepaid, to Lessee at 400 North Street, Teterboro, New Jersey 07608, with copy to Nathan G. Fink, Esq., at 470 New Milford Avenue, Oradell, New Jersey 07649. However, any party may change address to which notices shall be delivered by giving notice in writing by Certified Mail, Return Receipt Requested, of such change to the other parties, and, thereafter, all such notices shall be delivered to such changed address. Notices given to said parties at said addresses shall be sufficient for all purposes of this Lease, even though the party may have transferred and conveyed all of its rights

hereunder. Any party transferring or conveying its rights hereunder may give notice of such transfer or conveyance, stating that, after such notice, any notice required by terms of this Lease to be given to the party giving such notice shall thereafter be given the transferee or assignee named in such notice at address stated in said notice, and, thereupon, notice to such substituted party named therein shall be sufficient for the purposes of this Lease.

#### HEAD NOTES

40. The paragraph head notes are inserted merely for convenience and are not to be construed as part of this Lease or in any way affecting it.

#### AGREEMENT

41. This Lease covers all of the covenants, conditions, stipulations and provisions agreed upon between the parties hereto, and no employee, agent, or representatives of Lessor or Lessee has authority to change, modify, or alter the terms hereof, and neither party is nor shall be bound by any inducement, statement, representation, promise, or agreement not in conformity herewith. In no event shall this Lease or any provisions hereof be deemed to be amended, modified, or changed in any manner whatsoever, except and unless set forth and provided in a writing executed by Lessor and Lessee, respectively.

#### EXECUTION

42. Any and all questions as to the interpretation, validity, or execution of the foregoing document shall be determined under the laws of the State of New Jersey.

#### SUBORDINATION AND NON-DISTURBANCE

43. This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Leased Premises. Lessor agrees that the aggregate of outstanding mortgages and liens shall not exceed seventy-five (75%) percent of the fair market value of the total property owned by Lessor at 200 North Street, of which the Leased Premises comprise a part. Provided, however, so long as Lessee is not in default in the payment of rent or in the performance of any of the terms of this Lease, the Lessee's right and privileges under this Lease or any renewal thereof or option to purchase shall not be disturbed or interfered with by the holder of any such mortgage or lien, and this Lease will take precedence over the lien of any such mortgage or lien, subject to the limitations of this paragraph, and Lessor will permit Lessee to apply rent payments to any mortgage or other lien or encumbrance in default and to set off such payments against rents due or the purchase price. Lessor agrees to notify Lessee if it has received notice of any default in any mortgage or encumbrance.

#### SECURITY

44. Lessee has this date deposited with Lessor the sum of ~~Sixty-one Thousand Eight Hundred Thirty-two and 61/100 (\$61,832.61)~~ <sup>\$50,000.00 NBF</sup> Dollars, as security for the payment of the rent hereunder and the full and faithful performance by the Lessee of the covenants and conditions on the part of the Lessee to be performed. Said sum shall be returned to the Lessee after the expiration of the term hereof, provided that the Lessee has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Lessor may, if the Lessor so elects, have recourse to such security, to make good any default by the Lessee, in which event the Lessee shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Lessee shall run with the reversion and title to said premises, which any

change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure, or other proceedings, or the exercise of a right of taking or entry by any mortgage. The Lessor shall assign or transfer said security, for the benefit of the Lessee, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Lessee from any liability to return such security. This provision shall be applicable to every alienation or change in title and shall in no wise be deemed to permit the Lessor to retain the security after termination of Lessor's ownership of the reversion or title. The Lessee shall not mortgage, encumber, or assign said security without the written consent of the Lessor.

#### **SEVERABILITY**

45. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion severed.

#### **NO BROKER**

46. Lessor and Lessee agree to and with each other that no broker was involved in bringing about this Lease, and that neither party has negotiated or dealt with any other party as broker or realtor in connection with this Lease.

#### **RIGHT OF FIRST REFUSAL AND OPTION TO RENEW**

47. Lessor grants to Lessee the right of first refusal on any additional space to be offered for rent. If this Lease is in full force and effect and Lessee shall have fully performed all of the terms and conditions, then Lessee shall have the first option to renew this Lease for three (3) additional terms as follows: (a) The first option shall be for a term of three (3) years, beginning on the first day of September, 1998, and ending on the thirty-first day of August, 2001, upon the same terms and conditions as during the original full term of this Lease, except for the amount of rent, which shall be increased by seven (7%) percent for the first year of the additional term of three (3) years and by an additional one (1%) percent in each of the second and third years; (b) The second option shall be for a term of three (3) years and four (4) months commencing on September 1, 2001, and ending December 31, 2004; and (c) The third option shall be for a term of one (1) year commencing January 1, 2005, and ending December 31, 2005.

Lessee shall exercise each option by notifying Lessor in writing no later than six (6) months prior to end of the Lease term.

Rental during the second and third option terms shall be at prior year's rate, but increased each year by the percentage of increase of the Consumer Price Index (CPI-O) (all items for New York-Northeastern, N.J., 1982-1984 = 100) but in no event shall the increase be more than 1.75% in any single year.

For the purpose of this Paragraph and Paragraph 48, the following terms shall have the following meanings:

a. "Price Index" shall mean the consumer price index (on all items for New York-Northeastern N.J., 1982-1984 = 100 (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor; and

b. "Base Price Index" shall mean said consumer price index as it exists on the date of commencement of this Lease.

#### OPTION - RENTAL

48. If Lessee shall exercise the second or the second and third option to renew the term of the Lease provided hereinabove, the basic rent during such extended option periods shall be as follows:

a. SECOND AND THIRD OPTION PERIODS:

Basic annual rent in effect during the last year of the first option term increased each year by the percentage of increase, if any, of the Price Index as of the first month of said option period exceeds the Base Price Index of the first month of the prior year, but in no event shall the basic annual rent during any said year be increased by more than 1.75% in any single year.

#### LESSEE'S COMPLIANCE WITH ENVIRONMENTAL LAWS

49. a. Lessor and Lessee agree, that under all circumstances, they shall comply with all federal, state and local laws, ordinances, rules and regulations which are applicable, as to the conduct of their respective businesses as they relate, to the environment, including but not limited to, spillage, pollution and storage. Lessee agrees, that Lessee, upon the request of Lessor from time to time shall file such notices, declarations and obtain such permits as may be necessary, from the appropriate government agency, that has jurisdiction over the premises, and/or Lessee's business. Included in the foregoing, but not by way of limitation, Lessee agrees to obtain a "negative declaration" from the New Jersey Department of Environmental Protection upon the reasonable request of Lessor, and in all events, prior to surrender of premises and termination of this Lease, but not more than one time over a five-year (5) period. Lessor and Lessee will, in all events, comply with N.J.S.A. 13:1K-6, et seq., of the New Jersey Statutes, as same may be amended, and as supplemented by regulations issued by the Department of Environmental Protection and Energy. If required, each shall file a clean-up plan, and implement the provisions thereof, all in accordance with the regulations and requirements of the New Jersey Department of Environmental Protection and Energy, and each will submit a copy thereof to the other five (5) days prior to such submission. The Lessee's inability to provide a negative declaration or other satisfactory evidence that state, federal or local environmental laws has been complied with and any clean-up required has been completed prior to the surrender or termination date, as provided in this Lease, makes the Lessee a holdover Lessee at a fixed rental equal to the fair market net rental for the premises but no less than one hundred and fifty percent (150%) than the fixed rental provided for in Paragraph 3 above. The 150% rate will not apply if the delay or the inability to deliver a negative declaration is due to the history of the Premises prior to Lessee's occupancy.

b. Lessee does hereby agree at its sole cost and expense, to defend, indemnify and save harmless the Lessor against and from any and all loss, cost, expenses, liabilities or claims by third parties, including all governmental authorities, attorney's fees, court costs, fines or penalties arising from or in connection with the Lease herein, and the use or occupancy of the demised premises by the Lessee, and in case any action or proceeding is brought against Lessor or Lessee by reason of any hazardous waste or contaminants located in or on the demised premises by Lessee. Lessee, upon notice from Lessor, agrees to resist and defend such action or proceedings by counsel reasonably satisfactory to Lessor. Counsel for Lessee's insurance carrier shall be deemed satisfactory. Lessee covenants that it shall not dump chemical waste on the premises nor use or store hazardous materials in the premises. Lessor shall indemnify, defend and

hold harmless Lessee for any environmental contamination, liability, or damages or costs to Lessee by reason of environmental problems or misrepresentations which may relate to the time prior to the Lessee's occupancy.

c. Notwithstanding Lessee's otherwise complying with Environmental Laws, the Lessee shall, upon the happening of an event requiring the Lessee to notify Environmental Authorities pursuant to law, simultaneously notify Lessor therein.

d. Lessee shall not install any underground storage tanks as same is defined in Chapter 102 of the Public Laws of 1986 of the State of New Jersey, nor shall the Lessee do anything which would subject the Lessor to the provisions of 42 U.S.C. 6991 entitled "Regulation of Underground Storage Tanks" in the Hazardous and Solid Wastes Amendments of 1984.

e. If ISRA compliance becomes necessary at the premises due to any action or non-action on the part of Lessor, including, but not limited to, Lessor's execution of a sale agreement for the premises, any change in ownership of the premises, initiation of bankruptcy proceedings, Lessor's financial reorganization or sale of the controlling share of Lessor's assets, then Lessor shall comply with ISRA and all requirements of ISRA and NJDEP at Lessor's own expense, unless caused by Lessee's contamination or wrongful discharge.

f. The Lessor shall take all action necessary to avoid having any environmental repairs, remedial action work plan, testing or clean-up, interfere with the Lessee's business, use or enjoyment of the property, that are not caused by the Tenant.

50. Lessor agrees to indemnify and hold harmless Lessee from any environmental problems arising under ECRA which preexisted Lessee's occupancy under the provisions of this Lease or are caused by Lessor or its tenants during the term hereof.

Lessor expressly covenants and agrees to indemnify, defend and save Lessee harmless against any claim, damage, liability, costs, penalties, or fines which Lessee may suffer as a result of environmental problems arising under ECRA caused by Lessor or its tenants in its use of the Leased Premises. Lessor covenants and agrees to notify Lessee immediately of any claim or notice served upon it with respect to any such claim Lessor is causing problems arising under ECRA; and Lessor, in any event, will take immediate steps to halt, remedy, or cure any pollution of air, water and ground caused by its use of the Leased Premises.

#### **LESSEE'S OPTION TO PURCHASE**

51. If, during the term of this Lease and any extension thereof, provided such Lease is in full force and effect and Lessee shall have performed all the terms and conditions thereof, Lessee shall have the right and option to purchase and acquire title to the entire parcel of land together with all of the buildings and improvements thereon owned by Lessor in the Borough of Teterboro, which parcel includes the Leased Premises (herein the "optioned parcel"). The description of such optioned parcel is attached to this Lease and described as Exhibit "C". The purchase price for the optioned parcel shall be Three Million Five Hundred Thousand (\$3,500,000.00) Dollars. Lessee, however, shall be entitled to an offsetting credit against such purchase price of Seventy-Five Thousand (\$75,000.00) Dollars per annum for each completed year of the term of this Lease and any extension thereof.

For example:

Commencing March 15, 1997, through August 31, 1997, the purchase price shall be Three Million Three Hundred Fifty Thousand (\$3,350,000.00) Dollars (\$3,500,000.00, less \$150,000.00);

Commencing September 1, 1997 through August 31, 1998, the end of the term, the purchase price shall be Three Million Two Hundred Seventy-five Thousand (\$3,275,000.00) Dollars (\$3,500,000.00 less \$225,000.00);

Commencing September 1, 1998 through August 31, 1999, should Lessee have exercised its option to renew the Lease, Three Million Two Hundred Thousand (\$3,200,000.00) Dollars (\$3,500,000.00 less \$300,000.00);

In addition to such purchase price, Lessee shall reimburse Lessor as rent at the closing of title and delivery of the deed, a sum equivalent to the amount Lessee has deducted from rent payments under Paragraph 3 as the amortized actual cost of renovations as benefitted the building less an obsolescence factor of four (4%) percent per annum.

In the event Lessee fails to exercise its option to purchase the demised premises, all of the renovations as the parties agreed in writing benefit the building and are amortizable, shall become the property of Lessor without cost or charge.

Lessee shall exercise its option by serving upon Lessor notice in writing, of its intention to purchase the optioned parcel by Certified Mail, Return Receipt Requested, after the first year of the Lease term has been completed and before the last year of the original term or the extension thereof. Whereupon, Lessor and Lessee shall promptly proceed with the drafting of a contract of sale, with the contract price determined in accordance with this Paragraph 51, and the description as set forth in Exhibit "C". The closing date of any such purchase shall be no earlier than nine (9) months after the service of such notice by Lessee. At the closing of title, Lessor shall deliver to Lessee good and marketable title to the optioned parcel by deed of bargain and sale with covenants against grantor's acts, free and clear of all liens and encumbrances and tenancies, except the sanitary sewer ditch and 20-foot common driveway as set forth in Exhibit "C" and Lessor's and its tenants and subtenants shall have vacated the property and have no further rights thereto.

#### APPROVAL OF CONDITION OF PREMISES

52. Lessor approves the condition of the premises as of this date. No repairs or other costs shall be demanded of Lessee as of this date by virtue of a Lease or sublease with PARTY RENTAL LTD. or the tenancy or subtenancy of any other Lessee up to the date hereof.

53. In the event for any reason whatsoever not the fault of the Lessee, Lessee shall not be able to use the entire premises or a substantial part thereof for the uses permitted to Lessee, for a period of ninety (90) consecutive days, then Lessee may terminate this Lease by providing Lessor with written notice. Immediately upon receipt of such notice, Lessor shall return all deposits to Lessee, following which Lessee shall have no further responsibility toward Lessor, except as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or have caused this instrument to be duly executed by their respective officers, the day and year first above written.

WITNESS:

[Signature]

R.C. REALTY ASSOCIATES  
A Partnership, Lessor

By: [Signature]  
Robert A. Potdevin, Partner

By: [Signature]  
Carol P. Hamilton, Partner

ATTEST:

PARTY RENTAL LTD., Lessee

[Signature]  
Arlene S. Halperin, Secretary

By: [Signature]  
Michael J. Halperin, Vice President

LEGEND TO BE PLACED ON R.C. REALTY - PARTY RENTAL  
APPROVED DRAWINGS

"THESE ARE THE FINAL DRAWINGS APPROVED BY BOTH PARTIES.

THE COST ESTIMATE FOR THE FOREGOING IS \$ 845,000.00

THE PARTIES AGREE THAT AT LEAST \$400,000.00 OF THESE RENOVATIONS  
BENEFIT THE BUILDING AND THEREFORE WILL BE AMORTIZED UNDER  
PARAGRAPH 4 OF THE LEASE.

DATED: FEB. 13, 1997.

R.C. REALTY ASSOCIATES

By [Signature]  
Robert A. Potdevin, Partner

PARTY RENTAL, LTD.

By [Signature]  
Michael J. Halperin, Vice President"

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or have caused this instrument to be duly executed by their respective officers, the day and year first above written.

WITNESS:

[Signature]

R.C. REALTY ASSOCIATES  
A Partnership, Lessor

By: [Signature]  
Robert A. Potdevin, Partner

By: [Signature]  
Carol P. Hamilton, Partner

ATTEST:

PARTY RENTAL LTD., Lessee

[Signature]  
Arlene S. Halperin, Secretary

By: [Signature]  
Michael J. Halperin, Vice President

LEGEND TO BE PLACED ON R.C. REALTY - PARTY RENTAL  
LEASE

R.C. REALTY ASSOCIATES WILL PAY PARTY RENTAL, LTD. \$28,125.00  
UPON COMPLETION OF THE MENS' BATHROOM IN THE WAREHOUSE.

DATED: FEBRUARY 13, 1997.

R.C. REALTY ASSOCIATES

BY: [Signature]  
ROBERT A. POTDEVIN  
PARTNER

PARTY RENTAL, LTD.

BY: [Signature]  
MICHAEL J. HALPERIN  
VICE PRESIDENT

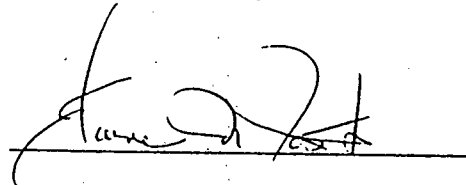


STATE OF NEW JERSEY )

COUNTY OF )

SS:

BE IT REMEMBERED, that on the 13<sup>th</sup> day of February 1997, before me, the subscriber, a *notary public* personally appeared ROBERT A POTDEVIN and CAROL P. HAMILTON, Partners of R.C. REALTY ASSOCIATES, Lessor, who have signed the foregoing instrument as such Partners, and who have acknowledged to me that said instrument, made by such Partnership, is the voluntary act and deed of said Partnership, made by virtue of authority from its Partners.



ELAINE M. POSTMA  
Notary Public of New Jersey  
My Commission Expires Mar. 27, 1999

STATE OF NEW JERSEY )

COUNTY OF BERGEN )

SS:

I CERTIFY that on the 13<sup>TH</sup> day of FEBRUARY, 1997, MICHAEL J. HALPERIN personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the Secretary of PARTY RENTAL LTD., the Corporation named in the attached document;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is MICHAEL J. HALPERIN the Vice President of the Corporation;
- (c) This document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the Corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on  
FEBRUARY 13, 1997.



NATHAN G. FINK  
Attorney at Law State of New Jersey

L E A S E

This Agreement made and entered into on the                      day of March, 1994.

BETWEEN     R.C. REALTY ASSOCIATES, a Partnership, duly organized and existing under the laws of the State of New Jersey, having its offices at 200 North Street, Teterboro, New Jersey 07608 (hereinafter referred to as "Lessor").

AND           PARTY RENTAL, LTD., a Corporation of the State of New Jersey, with offices at 400 North Street, Teterboro, New Jersey 07608 (hereinafter referred to as "Lessee").

This Agreement is a separate lease entered into by Lessor and Lessee. In reference to this agreement only, Lessor and Lessee shall not be bound by the terms and conditions of the previously existing Lease dated 2/16/93 between Lessor and Lessee, except where mentioned in the paragraph referring to "the option to renew" and "assignment or subletting".

Whereas the Lessee requested 5,400 square feet, approximately, of warehouse space located in the back section of the facility to be leased. Said premises are more particularly described and depicted in the drawing attached hereto and identified as Exhibit "A" with the leased space in the building highlighted in yellow.

For uses by the Lessee for any lawful reason of Party Rental or related businesses or office space. The space shall not be used by the Lessee to store any flammable or hazardous liquids or products, or painting or cleaning equipment including paints (aerosol or cans) and steam cleaners, or propane. Lessee shall not engage in any activities involving painting (including but not limited to spray painting, brush or roller painting, aerosol painting), welding, steam cleaning. For any activity of Lessee which uses electrical power, aside from warehouse lighting, Lessee shall be responsible for the payment of the cost of that power to Lessor.

Lessee is hereby granted the use of the ten (10) parking spaces in the parking area on the West side of the building at 200 North Street, to park employee's cars only. This parking area is not to be used for the parking of any inoperative vehicles or storage of property. Lessor shall indicate to Lessee the area designated for the ten (10) parking spaces as identified in Exhibit "B".

Lessee's employees cars will not be allowed to park or stand in any area of the parking lot or driveways rented to Potdevin Machine Co. This applies at all times, whether for overnight or just a few minutes. Lessee's employees cars will be allowed the use of the driveway to gain access to the designated parking spaces and to North Street. Lessee's employees cars will not be allowed the use of the parking area rented to Potdevin Machine Co.

Lessor will be responsible for the removal of all snow from the premises along with designated parking spaces. Lessor will maintain and control the property and other vehicles to allow Lessee access to the premises and parking spaces. All Lessee's employee's cars that block the completion of the removal of snow may be ploughed in. Lessor and Potdevin Machine Co. will not be responsible for the digging out of such vehicles.

Lessee's employees cars must observe a speed limit of five (5) miles per hour at all times in all parking areas and driveways.

Lessor and its tenant Potdevin Machine Co. and their employees shall not be responsible for any property of Lessee or Lessee's employees that is claimed to be lost or stolen from the warehouse space or parking spaces, unless the property was stolen by them.

Lessee and its employees shall have the right to cross the parking and driveway area of Lessor. Lessee's employees may carry or use hand trucks or Lessee's trucks or Lessee's motorized vehicles to move the rental equipment across Lessor's parking and driveway area. No motorized vehicles of Lessee employees will be permitted on Lessor's parking or driveway areas at any time except in areas so designated. No property of Lessee or Lessor or its employees shall be left in Lessor's parking or driveway area at anytime which will prohibit access to premises. Lessee and its employees shall not be permitted access to any area of the building at 200 North Street, Teterboro, not leased by Lessee, unless accompanied by a representative of Lessor. Lessor shall modify the outside access doors to this warehouse space so that Lessee shall be able to unlock it from the outside. Lessor shall not have keys to the premises or for the door once the modification is completed.

Lessee shall be responsible to ensure that the fence gate between Lessee's rental premises and Lessor's parking and driveway area be kept closed and locked at all times, unless Lessee's employees are in the process of using this warehouse storage space or transporting rental equipment to or from it.

Lessee shall have access to the property 24 hours per day and seven days per week.

To have and to hold the same, with the appurtenances thereunto belonging unto Lessee for and during the full term of one (1) year, five (5) months and sixteen (16) days, beginning on the fifteen (15) day of March, 1994 and until the thirty first (31) day of August, 1995.

Yielding and paying therefore, during the term aforesaid the total sum of twenty-five thousand, six hundred seventeen and 34/100 (\$25,617.34) dollars, payable as follows:

Commencing with the signing of the Agreement modifying Lease, the sum of one thousand four hundred, sixty two and 50/100 (\$1,462.50) dollars is due on March 15, 1994, and monthly thereafter on the fifteenth day of each month until the fifteenth day of August, 1995, on which date the rental shall be seven hundred fifty four 84/100 (\$754.84) dollars until the end of the term on August 31, 1995.

All such rent shall be paid by check of Lessee payable to the order of Lessor, and mailed to Lessor at 200 North Street, Teterboro, New Jersey or such address as Lessor may designate in writing.

Lessee, in addition to the fixed rent provided herein, shall pay to Landlord five percent (5%) of the realty property taxes assessed against the land and building at 200 North Street, Teterboro, New Jersey, during the term of this Lease. Lessor, upon receipt of such statements from the taxing authority, shall deliver a copy thereof to Lessee together with a statement of the amount of such taxes together with a statement of the amount of such taxes owed by Lessee and Lessee shall forthwith pay such amount to Lessor;

Lessee agree to pay timely throughout the term hereof and before delinquency, penalty, interest, or costs that may be added thereto, all taxes, assessments levied and assessed or to be levied and assessed upon all personal property placed upon the Leased Premises by the Lessee, including personal property placed upon the Leased Premises by the Lessee which may be assessed as a portion of the realty. With respect to local assessments for improvements, it is agreed that payment therefore may be made in installments, the burden of which shall be pro-rated between Lessee and Lessor in the same proportion as the balance of the term of the Lease bears to economic life of the improvement at the time of such assessment;

Lessee reserves the right to contest by appropriate proceedings the validity or amount of any tax or assessed valuation herein agreed to be paid by it and Lessor agrees to render to Lessee all assistance reasonably possible without expense to Lessor in contesting the validity or amount of any such excess tax or assessed valuation including joining in and signing of any protest or pleadings which Lessee may deem it advisable to file;

Lessor agrees to furnish Lessee with a copy of the annual tax bill as presented to it by the Borough of Teterboro.

Should Lessee choose to effect the option to renew the Lease dated 2/16/93 as stated in Paragraph 47 of that lease, then this Agreement may be renewed at the Lessee's option for the same term and at the same rent rates as stated in the 2/16/93 lease.

In Witness thereof, the parties hereto have set their hands and seals or have caused this instrument to be duly executed by their respective officers, the day and year first above written.

WITNESS:

R C REALTY ASSOCIATES  
A Partnership, LESSOR

Ruth Bradley

by RA & PTH  
Robert A. Potdevin, Partner

Ruth Bradley

by Carol P. Hamilton  
Carol P. Hamilton, Partner

ATTEST

PARTY RENTAL, LTD., LESSEE

\_\_\_\_\_  
Secretary

by Michael J. Halperin  
Michael J. Halperin, V. Pres

90-0

60

OVERHEAD  
DOOR

OUTSIDE  
ACCESS  
DOOR

OUTSIDE  
ACCESS  
DOOR

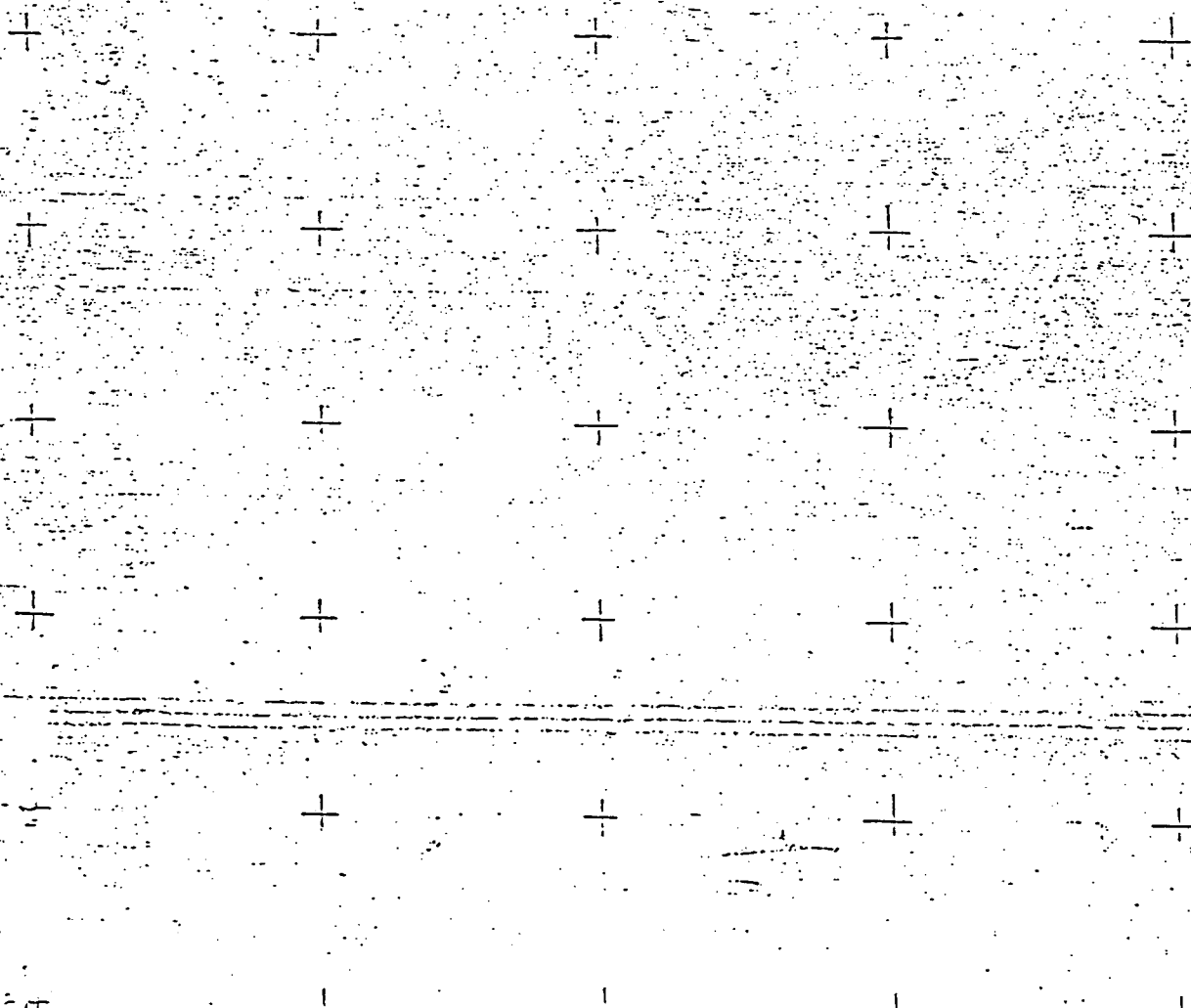


EXHIBIT B

LOT 2

DITCH

EDGE OF PAVT  
80'-10 SPACES  
PARTY RENTAL PARK

EDGE OF PAVT

EDGE OF PAVT

GREAT BEAR  
PARKING

POTDEVIN PARKING

DRIVE

NO PARKING FIRE ZONE

POTDEVIN

DRIVEWAY

POTDEVIN PARKING

DITCH

N. 53° 42' 30" W 473.91

TOP OF DITCH

FCP

LEASE

THIS LEASE, made this 1<sup>st</sup> day of August, 1986,

BETWEEN R C REALTY ASSOCIATES, a Partnership, duly organized and existing under the laws of the State of New Jersey, having its office at 200 North Street, Teterboro, New Jersey, 07608 (hereinafter referred to as "Lessor");

AND RIVMONT, INC., a corporation of New Jersey, with offices at 510 35th Street, Paterson, New Jersey, (hereinafter referred to as "Lessee");

W I T N E S S E T H:

PREMISES

1. The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept, and performed by Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property, (hereinafter referred to as "Leased Premises"), to wit:

All that certain real property, together with improvements thereon, situate and lying and being in the Borough of Teterboro, County of Bergen, and State of New Jersey, and more particularly bounded and described as follows:

38,638 square feet, approximately, of office and warehouse space located in a portion of the one-story brick and masonry building situated at 200 North Street, Teterboro, New Jersey, also known as Lot 3, Block 5 on the Tax Assessment Map of the Borough of Teterboro, together with use in common with other tenants of the walkways, the driveway adjoining the building, and the parking area immediately adjoining the side and rear of that part of the building to be occupied by Lessee. Said premises to be leased are more particularly described and depicted in the drawing attached hereto and identified as Exhibit "A", with the leased space in the building delineated in red.

For use by the Lessee solely as an office, plant, and warehouse for the Lessee.

2. TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging unto Lessee for and during the full term of five (5) years, beginning on the first day of September, 1986, and until the thirty-first day of August, 1991.

3. Yielding and paying therefore, during the term aforesaid, the total sum of Eight Hundred Ninety-one Thousand Five Hundred Seventy-one and 84/100 (\$891,571.84) Dollars rental, payable as follows:

Commencing on September 1, 1986, the monthly sum of Fourteen Thousand Four Hundred Eighty-nine and 25/100 (\$14,489.25) Dollars, and monthly thereafter on the first day of each month until March 1, 1989, at which time the monthly rental shall be Fifteen Thousand Two Hundred Twenty-nine and 81/100 (\$15,229.81) Dollars, and monthly thereafter on the first day of each month,



with the last payment of \$15,229.81 on August 1, 1991.

All such rent shall be paid by check of Lessee, payable to the order of Lessor, and mailed to Lessor at 200 North Street, Teterboro, New Jersey, or such address as Lessor may designate in writing, together with such additional and increased rental as is provided for herein.

AND LESSOR DOES HEREBY COVENANT AND AGREE WITH LESSEE AS FOLLOWS:

#### BUILDING

4. The improvements on said premises consist of a one-story brick-masonry office and warehouse building, together with parking area and truck driveway, as depicted on Exhibit "A", attached hereto and made a part hereof. Said premises shall be accepted in their present physical order and condition. Lessor represents that the building and all fixtures are in good and proper working order and that there are no defects or deficiencies therein.

#### QUIET POSSESSION

5. Lessor warrants and represents that it is the fee owner of the Leased Premises and that it has full right to make this Lease. Lessor further covenants and agrees for itself, its successors and assigns, that during the term hereof and so long as Lessee or those claiming under Lessee perform Lessee's covenants and agreements hereunder, Lessee and those so claiming shall lawfully, peacefully, and quietly have, hold, use, occupy, possess, and enjoy the premises hereby leased with all appurtenances, without let, suit, hindrance, eviction, molestation, or interruption whatsoever, of or by adverse title or by Lessor or those claiming under Lessor.

#### GENERAL REPAIRS BY LESSOR

6. During the term of this Lease and after written notice of the need therefor, Lessor will make all repairs to the exterior walls and foundation of the building of which said premises are a part.

#### OTHER REPAIRS

7. Lessor further covenants and agrees to make, at its own cost and expense, any and all repairs to building made necessary by reason of damages caused by storm, fire, flood, lightning, earthquake, Acts of God, or the public enemy, and/or casualties, as more fully provided in Paragraph 30.

#### REMOVAL OF TRADE FIXTURES

8. Any trade fixtures, machinery and equipment, fluorescent lights, and power wiring, conduits, drapes, rods, and venetian blinds furnished and installed by Lessee at its own expense, shall be considered as its own, and upon the expiration of this Lease, or any extension thereof, Lessee may remove same providing that Lessee shall repair any damage caused to said premises by such removal.

AND LESSEE DOES HEREBY COVENANT AND AGREE WITH LESSOR AS FOLLOWS:

#### PAYMENT OF RENT

9. That Lessee will pay said rent and increases thereof at the times and place and in the manner aforesaid.

#### UTILITY BILLS

10. That Lessee will pay all charges and bills for water, heat, gas, and electricity which may be assessed or charged by means of separate meters for such utilities against the occupant of said premises during said term or any extension thereof.

#### REPAIRS BY LESSEE

11.

(a) The Lessee covenants throughout the term of this Lease to take good care of and maintain in good and safe condition, the building and building equipment, including all heating, air conditioning, plumbing, and the electrical system and fixtures pertaining to said system, provided, however, that Lessee shall not be responsible for any damage caused by the user of the adjacent portion of the building. Lessee shall also maintain that part of the driveway used exclusively by Lessee and the parking area. All repairs by Lessee shall be done in a good and workmanlike manner. It is understood, however, that Lessor shall be liable for repairs to the building that are the direct or indirect result of structural defects in the Leased Premises;

(b) Lessee covenants and agrees to maintain, at its own cost and expense, the driveway to the street, which it uses in common with other tenants, and shall maintain the same in a good state of repairs at all times, and shall keep the same unobstructed of snow, ice, motor vehicles, and other objects, for the free passage of motor vehicles at all times;

(c) Notwithstanding any of the above, it is understood and agreed that ordinary maintenance repairs to the roof shall be the responsibility of Lessee, but Lessor shall be responsible for all structural or capital-type expenditures for the roof.

#### EXCLUSIVE CONTROL OF PREMISES

12. Lessor shall give to Lessee exclusive control of premises and shall be under no obligation to inspect said premises. Lessee shall report in writing to Lessor any defective condition known to it which Lessor is required to repair, and failure to so report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defect.

#### ASSIGNMENT OR SUBLETTING

13. That Lessee will not assign this Lease or let or underlet the whole or any part of said premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld by Lessor.

#### USE OF PREMISES

14. That Lessee, contingent upon its obtaining a Certificate of Occupancy from the Borough of Teterboro, should the same be required, will use and occupy said premises in accordance with a resolution of the Planning Board of the Borough of Teterboro, adopted on July 24, 1986 for office, warehousing, and storage of waste paper products and for operations consisting of baling of such waste paper and related operations, in a careful, safe, and proper manner, and will not use or occupy said premises or permit the same to be used or occupied for any undesirable purpose or business.

#### GOVERNMENTAL ORDERS

15. That Lessee will fully comply with and obey all laws, ordinances, rules, regulations, and requirements of all regularly constituted authorities in any way regulating the use of said premises, and will not use or permit said premises to be used for any unlawful purpose or will not manufacture or permit to be sold on the premises any intoxicating liquor. Lessor recognizes that the premises are leased for a use expressly approved by Resolution of the Planning Board of the Borough of Teterboro, adopted July 24, 1986.

#### ABANDONMENT OF PREMISES

16. That Lessee will not, without the prior written consent of Lessor, permit said premises to remain vacant or unoccupied for more than thirty (30) consecutive days, unless Lessee shall provide a caretaker or watchman to insure protection to Lessor under its fire insurance coverage.

#### INDEMNITY AGAINST LIENS

17. Lessee agrees to indemnify Lessor against all liens, claims, or demands arising out of any improvements, repairs, or alterations made by Lessee in or upon the Leased Premises.

#### INDEMNITY AGAINST LIABILITY

18. The Lessee will indemnify and save harmless the Lessor from and against any penalty or damage or charges imposed for any violation of laws or ordinances, or from and against any loss, cost, or damage resulting from injury to persons or property occurring on said premises during the term of this Lease, or any extension or renewal thereof, unless arising out of any omission, fault, negligence, or other misconduct of the Lessor on or about the Leased Premises, or arising from any defective original construction of the foundations, walls, roof, plumbing, wiring, or heating systems in or upon said Leased Premises. The Lessee shall maintain and pay for general public liability insurance affording protection equal to or better than owner's, landlord's, and tenant's form filed by the National Bureau of Casualty Underwriters with the state regulatory authority in the State of New Jersey protecting the Lessor and the Lessee, as their respective interests appear or may appear, each with the same effect as if separately insured, against any claims for damage or injury to persons or property occurring in or on the premises. Such policy shall name the Lessor as an insured, and shall contain a provision that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days' prior written notice, and shall be in such form as is approved by Lessor. The policy of public liability insurance shall include a provision protecting the Lessor and the Lessee as their respective interests appear or may appear, in the minimum amount of One Million (\$1,000,000.00) Dollars in the event of injury per person and per accident, and Five Hundred Thousand (\$500,000.00) Dollars for property damage; a copy of such policy or a certificate evidencing issuance of such policy in as much detail as required by Lessor shall be issued and delivered to the Lessor. Such liability policy shall contain a provision whereby the insurer waives its rights of subrogation against Lessor.

#### LOSS OR DAMAGE SUSTAINED BY LESSEE

19. Lessor shall not be liable to the Lessee or to anyone claiming under or through Lessee, for any loss and/or damage which may be occasioned by fire or water, deluge or overflow, bursting, leaking, or running over of water pipes, plumbing, or fixtures,

gas, steam, sewage, wiring, or other apparatus or by rain or other water being or coming upon said premises through the roof, skylight or trap door, if any, or by reason of the existing condition, defect, matter, or thing in said Leased Premises unless caused by structural defects, or unless such loss or damage arises out of any omission, fault, negligence, or other misconduct of Lessor and/or its agents or invitees after notice as provided in Paragraph 12.

#### SURRENDERING PREMISES

20. That Lessee will surrender and deliver up said premises, at the end of said term, in as good order and condition as the same now are, reasonable use and natural wear and tear, a taking by eminent domain, Act of God, or other loss for which the Lessor is compensated for by insurance, excepted.

#### REPLACEMENT OF GLASS

21. The Lessee agrees to replace all broken glass with glass of the same size and quality of that broken, except as provided in Paragraph 7.

#### SIDEWALKS

22. Lessee agrees to keep the sidewalks, parking lot, and driveways used exclusively by Lessee adjacent to the building, in a clean, safe, and sanitary condition according to the Borough Ordinances and the directions of the public officers during the term of this Lease at Lessee's own expense. The Lessee agrees to clean the ice and snow from the sidewalks, parking lot, and such driveways and to remove the ice and snow from the gutters and downspouts. Lessee agrees to cut the grass, trim the shrubbery and to do all other work necessary to properly maintain and care for the lawn, shrubbery and other landscaping on the premises.

#### OUTDOOR SIGNS

23. Lessee shall have the right to erect such signs advertising its own business or product, on the front, side, and rear, or roof of the building and parking area, as shall be in accordance with the Ordinances of the Borough of Teterboro, and approved by the appropriate officials thereof, after having obtained the prior written approval for such specific signs from Lessor, which approval shall not be unreasonably withheld by Lessor. Lessee shall be liable for any damage occasioned by the erection and maintenance of such signs, including damages to the building and/or parking area, or damages to persons or property. No sign shall be painted on the surface of the masonry. Lessee shall remove such signs upon the termination of this Lease by expiration of the term or otherwise, and shall make any repairs to the building necessitated by the removal of the signs. Lessee shall comply with the laws, rules, and directives of all appropriate governing bodies involving the maintenance of such signs.

#### INTERIOR ALTERATIONS

24. Lessee shall have the right to make changes in the interior of the building, other than structural changes, as it shall deem necessary or advisable in adapting the premises to its use but subject in all cases to the following:

- (a) Lessee shall make no change or alteration involving an estimated cost of more than Five Thousand (\$5,000.00) Dollars, except after ten (10)-days' written notice to the Lessor and upon obtaining the prior written consent of Lessor which shall not be withheld if the change or alteration would

not, in the reasonable opinion of the Lessor, impair the value or usefulness of the building or any part thereof;

- (b) No change or alteration shall be undertaken until Lessee shall have procured and paid for, so far as the same may be required from time to time, any permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction. All plans and specifications required shall be performed by a licensed architect or engineer whose fees shall be paid for by Lessee. Lessor shall join in the application for such permits or authorizations whenever such action is necessary;
- (c) Any change or alteration shall, when completed, be of such character as not to reduce the value of the Leased Premises below its value immediately before such change or alteration. All such changes or alterations shall become the property of the Lessor. Lessor, at its option, may require Lessee at the termination of the Lease to remove such change or alteration, and restore the interior of the building to the same layout and configuration as existed when Lessee took possession;
- (d) Any change or alteration shall be made promptly (unavoidable delays excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body hereafter exercising functions similar to those of any of the foregoing;
- (e) The cost of any such change or alteration shall be paid in cash or its equivalent so that the Leased Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Leased Premises;
- (f) Workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee or the Leased Premises, and general liability insurance for the mutual benefit of Lessee and Lessor, with limits of not less than \$1,000,000.00 in the event of bodily injury per person and per accident, and with limits of not less than \$50,000.00 for property damage, shall be maintained by Lessee at Lessee's sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies of recognized responsibility, and shall name the Lessor as an insured and

include the Lessor's interest, and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered to Lessor.

#### DEFAULT BY LESSEE AND REMEDIES UPON LESSEE'S DEFAULT

25. In the event at any time:

(a) Lessee defaults in paying promptly when the same becomes due and payable in accordance with the provisions of this Lease, any installment of rent, taxes, assessment, insurance premiums, or other charges payable by Lessee hereunder, and if any such default continues for thirty (30) days; or

(b) Lessee defaults in promptly performing any other covenant or agreement whatsoever required to be performed by Lessee hereunder and any such default continued for thirty (30) days; provided, however, that if any such default cannot be cured within the aforesaid period of thirty (30) days, then Lessee shall be deemed to have cured such default if within said period of thirty (30) days Lessee commences to cure such default and diligently thereafter prosecutes the curing thereof to completion, then, and in any such event, Lessor may at any time thereafter, at its option:

(i) terminate this Lease by giving to Lessee written notice of Lessor's intention so to do, which notice shall specify as to the time of termination the date at least fifteen (15) days after the giving of such notice; and/or

(ii) Resort to all other rights and remedies whatsoever which might be available to Lessor; and/or

(iii) Lessor, in addition to any other remedies herein contained or as may be permitted by law, may either, by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same and again possess and enjoy; and as agent for the Lessee or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Lessor may have been put to in re-entry, repossessing, and re-letting the same, including but not limited to broker's commissions, and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Lessee shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Lessor, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Lessor during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be

paid as such deficiencies arise and are ascertained each month.

#### INSOLVENCY OR BANKRUPTCY OF LESSEE

26. In the event of the insolvency or bankruptcy of the Lessee or the filing of any petition under the Bankruptcy Act, voluntary or involuntary, and such bankruptcy is not stayed within thirty (30) days of filing of such petition, or in the event of a partial or general assignment for the benefit of a creditor, or creditors, or in the event of the failure of Lessee to maintain its corporate existence and franchise, then the Lessor shall have the right and privilege to either (a) immediately terminate this Lease by thirty (30) days' written notice; or (b) re-enter into possession of the premises and to hold the Lessee liable for the difference, if any, between the rental herein reserved for the unexpired portion of the term and any lesser amount which Lessor, in the exercise of reasonable diligence, is able to procure for the unexpired portion of the term, each monthly difference being a separate cause of action; nor shall Lessor be liable to Lessee for any larger amount of rent which Lessor is able to procure.

#### WAIVER OF BREACH

27. No waiver of any condition or covenant of this Lease shall be deemed a waiver of any other condition or covenant of this Lease.

#### ENTRY TO PREMISES

28. That Lessee will permit Lessor or Lessor's agents to enter upon said premises at all reasonable times to examine condition of same and when authorized by Lessor, workmen may enter the premises during business hours to make repairs, except that when any major repairs are to be made, Lessor shall consult and obtain Lessee's approval as to the time when such work shall be done, and except that if Lessee shall only give approval for said repairs or alterations to be made outside of the regular work hours which shall result in overtime labor rates, Lessee shall pay the difference between the regular and overtimes rate to Lessor promptly upon receipt of invoice.

#### REAL ESTATE TAXES

29.

(a) Lessee agrees to pay timely throughout the term hereof and before delinquency, penalty, interest, or costs that may be added thereto, all taxes, assessments levied and assessed or to be levied and assessed upon all personal property placed upon the Leased Premises by the Lessee, including personal property placed upon the Leased Premises by the Lessee which may be assessed as a portion of the realty. With respect to local assessments for improvements, it is agreed that payment therefore may be made in installments, the burden of which shall be prorated between Lessee and Lessor in the same proportion as the balance of the term of the Lease bears to the economic life of the improvement at the time of such assessment;

(b) Lessee agrees to pay timely and before delinquency, penalty, interest or costs that may be added thereto, any and all real estate taxes and assessments levied against the Leased Premises and due during the term of the Lease. Said tax shall be adjusted as of the date the Lessee takes possession;

(c) Lessee reserves the right to contest by appropriate proceedings the validity or amount of any tax or assessed valuation herein agreed to be paid by it and Lessor agrees to render to Lessee all assistance reasonably possible without expense to Lessor in contesting the validity or amount of any such excess tax or assessed valuation including joining in and signing of any protest or pleadings which Lessee may deem it advisable to file;

(d) Lessor agrees to furnish Lessee with the annual tax bill as presented to it by the Borough of Teterboro, and Lessee shall use the same in making the tax payments due, and shall furnish to Lessor as received the official receipts of the Borough evidencing the payment of each quarterly installment.

LESSOR AND LESSEE MUTUALLY COVENANT AND AGREE AS FOLLOWS:

#### DESTRUCTION OF PREMISES

30. Lessee shall, in case of damage to the premises caused by fire, tornado, windstorm, cyclone, earthquake, hail, or other casualties, during the term of this Lease, give immediate notice to Lessor in writing, who shall thereupon, to the extent of the insurance as aforesaid, cause the damage to be repaired with reasonable diligence and dispatch, unless this Lease is terminated by either Lessor or Lessee as in this paragraph provided. In the event the Leased Premises are partially damaged or destroyed by fire or otherwise, the rent shall be reduced by an amount to be determined by negotiation between the parties, or if no agreement can be reached between the parties, then by arbitrators provided for in this paragraph; Lessee shall pay such reduced rent in accordance with the undamaged floor space usable by Lessee and the reduction shall continue from the date of giving notice to Lessor until such repairs are completed. If the damage or destruction shall be so excessive as to render the premises totally untenable for the purposes of Lessee, the rent shall be payable to the date of Lessee's giving written notice of such damage or destruction and shall thereupon cease until such time as the premises are put in good order by Lessor. In the event the premises cannot reasonably be or are not repaired or restored to their former condition within ninety (90) days from the date of the damage or destruction, Lessee may, at its option, cancel this Lease, effective as of the date it gave written notice to Lessor of the damage or destruction, and Lessor shall refund to Lessee any prepaid rent. In the event the premises cannot be reasonably repaired or restored to their former condition within ninety (90) days from the date of the damage or destruction, Lessor may, at its option, cancel this Lease effective as of the date Lessee gave written notice to Lessor of said damage or destruction. If Lessor and Lessee cannot agree as to whether said building or the premises be totally destroyed by fire or other casualty or so damaged that the Leased Premises are rendered untenable or unsuitable for the occupation or operation of the business of the Lessee, or that the same may be restored to their former condition within ninety (90) days, the fact shall be determined by arbitration; Lessor and Lessee shall each choose an arbitrator within five (5) days after either has notified the other in writing of such damage, the two so chosen, before entering on the discharge of their duties, shall elect a third, and the decision of any two of such arbitrators shall be conclusive and binding upon both parties hereto.

Notwithstanding the foregoing, in the event the building is substantially or totally destroyed during the last two years of this Lease, or any extended term thereof, due to causes not within the standard fire and extended coverage insurance, the Lessor may, at its option, by written notice to Lessee, terminate this Lease, and the Lessor shall refund to the Lessee any prepaid rent.



#### EMINENT DOMAIN

31. If, during the term of this Lease, or any renewal term, all or part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, whether or not this Lease is terminated as herein provided or otherwise, Lessor shall be entitled to the entire award in such proceedings for the land and building, and Lessee shall have the right only to prove in such proceedings and to receive any award which may be made for damages or condemnation of Lessee's movable trade fixtures and equipment and not for the loss of Lessee's leasehold estate.

If the entire Leased Premises shall be taken under such eminent domain proceedings, this Lease and all the right, title and interest of Lessee hereunder shall cease and come to an end on the date of possession by governmental authority pursuant to such proceedings.

If less than the entire demised premises, but more than twenty (20%) percent of the usable floor area of the building on the Leased Premises, shall be taken in any such proceedings, Lessee, at its option, may terminate this Lease in its entirety by giving notice to Lessor, in writing, within sixty (60) days after the date of possession by governmental authority in such proceedings, specifying a date not more than sixty (60) days after the giving of such notice as the date for such termination.

If twenty (20%) percent or less of the usable floor area of the building on the Leased Premises shall be taken by eminent domain proceedings, or if more than twenty (20%) percent of such floor area is taken and less than forty (40%) percent and Lessee does not elect to terminate as hereinabove provided, then, in either event, Lessor covenants and agrees, at Lessor's sole cost and expense, promptly to restore insofar as reasonable and practically possible, that portion of the building on the Leased Premises not so taken to a complete architectural unit for the use and occupancy of Lessee and with the same usable floor space as in this Lease expressed. If forty (40%) percent or more of usable floor area of said building shall be taken and Lessee does not elect to terminate as hereinabove provided, Lessor shall have the option of either restoring the building as hereinbefore provided or terminating this Lease in its entirety by giving notice to Lessee, in writing, within fifteen (15) days after the date of possession by governmental authority in such proceedings, specifying a date not less than sixty (60) days after the giving of such notice as the date for such termination. During any period in which Lessee shall be deprived of the use of any portion of said premises, building, and improvements as a result of such eminent domain proceedings, the rent shall be reduced by an amount which bears the same proportion to the total rent as the value of the portion of the land, building, and improvements not available to Lessee bears to the value of the entire land, building, and improvements leased hereunder. If a dispute should arise between Lessor and Lessee as to such values, such values shall be determined by a majority of three (3) arbitrators, one to be selected by Lessor, one to be selected by Lessee, and one to be chosen by the two arbitrators so selected.

#### ESTATE LAND

32. This contract shall create the relationship of Landlord and Tenant between Lessor and Lessee. No estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale so far as the parties may lawfully so provide by agreement, but the Lessee may assign or sublet as provided in Paragraph 13 hereof.

#### HOLDING OVER

33. If Lessee remains in possession of Leased Premises after expiration of the term hereof, or after expiration of any renewal or extension of this Lease, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a tenant at will at rental rate in effect at end of Lease or in effect at end of any renewal or extension thereof, and there shall be no renewal of this Lease by operation of law.

#### RELETTING BY LESSOR

34. Lessor may, without terminating this Lease, upon Lessee's breaching this contract, at Lessor's option, enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting.

#### ENTRY FOR CARDING, ETC.

35. Lessor may card premises "For Rent" or "For Sale" six (6) months before termination of this Lease, or, in the event of renewal or extension, six (6) months before the term covered by any such renewal or extension. Lessor may enter the Leased Premises at reasonable hours to exhibit same to prospective purchasers or tenants.

#### INSURANCE ON LEASED PREMISES

36.

(a) Lessor agrees to maintain insurance on the building insuring the same against loss or damage by fire and all-risk insurance and against hazards includible in an extended coverage endorsement. Lessor will present the paid bill for the premium for such insurance to Lessee, as the same becomes due and Lessee agrees to promptly reimburse Lessor therefore. The policy will be issued in the name of the Lessor and any loss is to be paid solely to the Lessor. The insurance shall be written in an amount equal to ninety (90%) percent of the full replacement and reconstruction cost. In the event the insurance carrier does not provide Lessor with a separate bill for the premium for the Leased Premises, then Lessee agrees to pay a proportionate share of the Lessor's entire bill which shall be based on the ratio between the area of the structure on the Leased Premises and the total area of all the structures insured under the policy. Lessor agrees that, in the event such fire and extended coverage insurance rates are increased as a result of Lessor's or another tenant's occupancy of all or part of the building that is not occupied by Lessee hereunder, then, in such event, Lessee shall only be required to pay its proportionate share of the standard rate;

(b) The parties acknowledge that Premises are a part of a larger space in the Building, and Lessee agrees that, in the event fire and extended coverage insurance maintained by Lessor on the Building or any fire contents insurance maintained by Lessor on materials or goods stored by Lessor in any portion of the Building are increased as a result of Lessee's occupancy, Lessee shall pay such increase upon demand;

(c) It is expressly understood and agreed that if, because of Lessee's use of the premises, it shall be im-

possible to obtain the insurance on the building as set forth in paragraph 36(a) above, Lessor may, if it so elects, at any time thereafter, terminate this Lease and the term thereof, on giving to the Lessee fifteen (15) days' notice in writing of its intention so to do. Upon service of the written notice, Lessee shall have the right to procure such insurance at its cost, and if Lessee obtains such insurance on or before the expiration of the fifteen (15)-day period, then the notice of termination shall be null and void. Otherwise, this Lease and the term thereof shall terminate and come to an end upon the expiration of the last day of such fifteen (15)-day period.

#### REMEDIES CUMULATIVE

37. All rights, power, and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

#### DEFINITIONS

38. "Lessor", as used in this Lease, shall include Lessor, its successors and assigns in title to premises (or heirs, executors, administrators, and assigns in title to premises). "Lessee" shall include Lessee, its successors and assigns, and, if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sub-lessees as to premises covered by such assignment or sublease. "Lessee" shall also include any corporation into which Lessee may be merged and any corporation resulting from a consolidation of Lessee with any other corporation or corporations, and the surviving corporation or resulting corporation, as the case may be, in the event of such merger or consolidation, shall thereupon be the Lessee hereunder. "Lessor", "Lessee" (and "Agent") include male and female, singular and plural, corporation, partnership, or individual, as may fit the particular parties.

#### SERVING OF NOTICE

39. All notices required by terms of this Lease to be given to Lessor shall be given by sending them by Registered Mail, postage prepaid, to Lessor at 200 North Street, Teterboro, New Jersey; and all notices required to be given Lessee shall be given by sending them Registered Mail, postage prepaid, to Lessee at the Leased Premises. However, any party may change address to which notices shall be delivered by giving notice in writing by Certified Mail, Return Receipt Requested, of such change to the other parties, and, thereafter, all such notices shall be delivered to such changed address. Notices given to said parties at said addresses shall be sufficient for all purposes of this Lease, even though the party may have transferred and conveyed all of its rights hereunder. Any party transferring or conveying its rights hereunder may give notice of such transfer or conveyance, stating that, after such notice, any notice required by terms of this Lease to be given to the party giving such notice shall thereafter be given the transferee or assignee named in such notice at address stated in said notice, and, thereupon, notice to such substituted party named therein shall be sufficient for the purposes of this Lease.

#### HEAD NOTES

40. The paragraph head notes are inserted merely for convenience and are not to be construed as part of this Lease or in any affecting it.

#### AGREEMENT

41. This Lease covers all of the covenants, conditions, stipulations, and provisions agreed upon between the parties hereto, and no employee, agent, or representatives of Lessor or Lessee has authority to change, modify, or alter the terms hereof, and neither party is nor shall be bound by any inducement, statement, representation, promise, or agreement not in conformity herewith. In no event shall this Lease or any provisions hereof be deemed to be amended, modified, or changed in any manner whatsoever, except and unless set forth and provided in a writing executed by Lessor and Lessee, respectively.

#### EXECUTION

42. Any and all questions as to the interpretation, validity, or execution of the foregoing document shall be determined under the laws of the State of New Jersey in effect as of the date of the execution hereof.

#### SUBORDINATION

43. This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Leases Premises. Provided, however, so long as Lessee is not in default in the payment of rent or in the performance of any of the terms of this Lease, the Lessee's rights and privileges under this Lease or any renewal thereof shall not be disturbed or interfered with by the holder of any such mortgage. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee will, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. The Lessee hereby appoints the Lessor its attorney-in-fact, irrevocably, to execute and deliver any such instrument for the Lessee.

#### SECURITY

44. Lessee has this day deposited with Lessor the sum of Thirty-six Thousand Two Hundred Twenty-three and 12/100 (\$36,223.12) Dollars as security for the payment of the rent hereunder and the full and faithful performance by the Lessee of the covenants and conditions on the part of the Lessee to be performed. Said sum shall be returned to the Lessee after the expiration of the term hereof, provided that the Lessee has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Lessor may, if the Lessor so elects, have recourse to such security, to make good any default by the Lessee, in which event the Lessor shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Lessee shall run with the reversion and title to said premises, which any change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure, or other proceedings, or the exercise of a right of taking or entry by any mortgage. The Lessor shall assign or transfer said security, for the benefit of the Lessee, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Lessee from all liability to return such security. This provision shall be applicable to ever alienation or change in title and shall in no wise be deemed to permit the Lessor to retain the security after termination of Lessor's ownership of the reversion or title. The Lessee shall not mortgage, encumber, or assign said security without the written consent of the Lessor. *to be held in an interest bearing account in which interest to be divided equally between Lessor and Lessee*

#### SEVERABILITY

45. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion severed.

#### BROKER

46. The Lessor and Lessee represent to and with each other that the only broker involved in bringing about this Lease is Masi Boyle Associates, the listing broker, and that neither party has negotiated or dealt with any other party as broker or realtor in connection with this Lease.

#### OPTION TO RENEW

47. If this Lease is in full force and effect and Lessee shall have fully performed all of the terms and conditions, then Lessee shall have the right and option to renew this Lease for an additional term of five (5) years, beginning on the first day of September, 1991, and ending on the thirty-first day of August, 1996, upon the same terms and conditions as during the original full term of this Lease, except for the amount of rent, which shall be as set forth in the subparagraphs below. Such option to renew shall be exercisable by Lessee by giving written notice to the Lessor not less than six (6) months prior to the end of the original full term of this Lease.

The rental for the extended term shall be as follows:

A. For the period commencing September 1, 1991 to February 28, 1994, the monthly sum of Sixteen Thousand Seven Hundred Forty-three and 13/100 (\$16,743.13) Dollars;

B. For the period commencing March 1, 1994 to August 31, 1996, the end of the renewal term, a monthly rental at the rate of Eighteen Thousand Four Hundred Seventeen and 44/100 (\$18,417.44) Dollars.

#### COMPLIANCE WITH "ECRA"

48. Lessee acknowledges the existence of the Environmental Clean Up Responsibility Act of 1983 ("ECRA"). Lessee represents to Lessor that Lessee's Standard Industrial Classification (SIC) Number as used on Lessee's Federal Tax Return will not subject the premises to ECRA applicability. Any change by Lessee to an operation with an SIC number subject to ECRA shall require Lessor's written consent. Any such proposed change shall be noticed in writing to Lessor, sixty (60) days prior to the proposed change. Lessor, at its sole option, may deny consent.

Lessee hereby agrees to execute such documents as Lessor reasonably deems necessary and to make such applications as Lessor reasonably requires to assure compliance with ECRA. Lessee shall bear all costs and expenses incurred by Lessor associated with any required ECRA compliance resulting from Lessee's use of the Premises including but not limited to state agency fees, engineering fees, clean-up costs, filing fees, and suretyship expenses. As used in this Lease, ECRA compliance shall include applications for determinations of non-applicability by the appropriate governmental authority. The foregoing undertaking shall survive the termination or sooner expiration of the Lease and surrender of the Premises and shall also survive sale, or lease or assignment of the Premises by Lessor. Lessee agrees to indemnify and hold Lessor harmless from any violation of ECRA occasioned by Lessee's use of the Premises.

Lessor represents that it has no knowledge of any ECRA violation and that, to the best of its knowledge, the last occupant of the building complied with ECRA and that, to the best of its knowledge, there are no outstanding obligations, clean-up plans, or deficiencies concerning ECRA with respect to the leased premises.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or have caused this instrument to be duly executed by their respective officers, the day and year first-above written.

WITNESS:

R C REALTY ASSOCIATES  
A Partnership, Lessor

Carol P. Hamilton

BY Robert A. Potdevin

Robert A. Potdevin, a Partner

Robert A. Potdevin

BY Carol P. Hamilton

Carol Hamilton, a Partner

ATTEST:

RIVMONT, INC.

Elizabeth

BY Thomas M. Smith

Secretary

President

ic

STATE OF NEW JERSEY )

COUNTY OF Bergen )

SS

BE IT REMEMBERED, that on the 1<sup>st</sup> day of Aug, 1986, before me, the subscriber, S. Burke, personally appeared ROBERT POTDEVIN, a Partner of R C REALTY ASSOCIATES, Lessor, who has signed the foregoing instrument as such partner, and who has acknowledged to me that said instrument, made by such Partnership, is the voluntary act and deed of said Partnership, made by virtue of authority from its partners.

Sandra S. Burke

STATE OF NEW JERSEY )

COUNTY OF Bergen )

SS:

BE IT REMEMBERED, that on the 1<sup>st</sup> day of Aug, 1986, before me, the subscriber, S. Burke, personally appeared VINCENT RIVIELLO, President of RIVMONT, INC., who has signed the foregoing instrument as such officer and who has acknowledged to me that said instrument, made by such corporation and sealed with its corporate seal, is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors.

Sandra S. Burke

SUPPLEMENTAL RIDER TO A SUBLEASE  
BETWEEN RIVMONT, INC. AND PARTY RENTALS, LTD.  
DATED JUNE 25, 1990

RECITALS

WHEREAS, the parties hereto have entered into the above-referenced Agreement for the sublease and/or assignment of the Premises located at 200 North Street, Teterboro, New Jersey (the "Agreement"); and

WHEREAS, Section 5 of the Rider to the Agreement provides the Agreement shall not be effective unless and until Rivmont is able to obtain from RC Realty Associates, the current Landlord, ("RC") consent to the sublease and assignment of Rivmont's rights under the original Lease with RC (the "Lease"); and

WHEREAS, Rivmont has obtained such consent as evidenced by a letter from RC; and

WHEREAS, the consent from RC to an assignment of the Lease from Rivmont to Party Rentals, Ltd. is contingent upon Rivmont completing certain repairs, a list of which repairs is attached to and made a part of the letter evidencing the consent; and

WHEREAS, the parties hereto wish to provide for the terms and conditions under which Rivmont shall complete such repairs,

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

1. Within ninety (90) days from the date of this Agreement Rivmont shall complete all of the repair items noted on



the memorandum dated December 14, 1989 listing twenty-five (25) items of repair, which memorandum is attached hereto as Exhibit A.

2. In the event that these items are not completed at the end of this ninety (90) day period, Party Rentals, Ltd. shall have the right to complete such items at the expense of Rivmont and may deduct the expense of such repairs from any rent due under the Sublease. In the event that such deductions are made, Party Rentals, Ltd. shall provide Rivmont with copies of invoices for such repairs.

3. The letter from RC and the terms of this Rider shall serve to satisfy the contingency set forth in Section five (5) of the Rider concerning written proof of Landlord's consent. The term of the Sublease shall commence as of the date of the execution of this Rider.

IN WITNESS WHEREOF, the parties hereto have caused the corporate officer having the appropriate authority to execute this Agreement on this 5<sup>th</sup> day of JULY, 1990.

ATTEST:

PARTY RENTALS, LTD.,  
Undertenant

By: Michael J. Hopson

ATTEST:

RIVMONT, INC.,  
Overtenant

By: Vince Smith

#2348+F  
07/02/90

7. In the event, for any reason whatsoever, not the direct fault of the Undertenant, Undertenant shall be deprived of the ability to use the entire premises or a substantial part thereof for a period of ninety (90) consecutive days, then Undertenant may terminate this Sublease by providing Landlord with written notice. Immediately upon receipt of such notice, Overtenant shall return all deposits that are due to Undertenant and Undertenant shall have no further responsibility in the matter.

8. Undertenant shall not be responsible for the payment of taxes as required by the provisions of Section 29 of the Over-Lease.

9. Undertenant shall assume the responsibilities, duties and covenants of the Overtenant under the Lease except as specifically excepted by the Sublease and this Rider. Undertenant shall have the right to have the Landlord or the Overtenant or both of them to meet the obligations of the Lease and/or the Sublease, as applicable.

IN WITNESS WHEREOF, the parties hereto have caused the corporate officer having the appropriate authority to execute this Agreement.

ATTEST:

PARTY RENTAL, LTD., Undertenant

Debra S. Halpern By: Michael J. Halpern, VMS

RIVMONT, INC., Overtenant

By: [Signature]

#2277PLUSF  
6/22/90

*MSH*  
*ML*

SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease: June 25, 1990

Parties to this Sublease: Overtenant: Rivmont, Inc.  
Address for notices: 101 7th Street, Passaic, New Jersey 07055

You, the Undertenant: Party Rentals, Inc. <sup>470 mjt</sup>  
Address for notices: *MR*

Information from Over-Lease: Landlord: R.C. Realty Associates  
Address for notices: 200 North Street  
Teterboro, New Jersey 07608

Tenant: Rivmont, Inc.  
Address for notices: 101 7th Street, Passaic, New Jersey 07055

Date of Over-Lease: August 1, 1986

Date of Amendments: August 19, 1986 and April 8, 1988  
Both the Lease and the Amendment shall hereinafter be referred to collectively as the Over-Lease.

Term: 5 years from September 1, 1986 to September 30, 1991. A copy of the Over-Lease is attached as Exhibit A as an important part of the Sublease.

Sublease Term: 1. 15 months, beginning July 1, 1990 and ending September 30, 1991.

Premises rented: 2. All that certain real property, together with improvements thereon, situate and lying and being in the Borough of Teterboro, County of Bergen, and State of New Jersey, and more particularly bounded and described as follows:

39,638 square feet, approximately, of office and warehouse space located in a portion of the one-story brick and masonry building situated at 200 North Street, Teterboro, New Jersey, also known as Lot 3, Block 5 on the Tax Assessment Map of the Borough of Teterboro, together with use in common with other tenants of the walkways, the driveway adjoining the building, and the parking area immediately adjoining the side and rear of that part of the building to be occupied by Lessee. Said premises to be leased are more particularly described and depicted in the drawing attached hereto and identified as Exhibit "A" to the original Over-Lease document and Exhibit "A" to the April 8, 1988 Amendment.

Use of Premises: 3. The premises may be used for general offices, plant and warehouse use only.

*mjt*  
*MR*

Rent:

4.

A. Gross rent for the term: \$112,500.00

B. Monthly rent: \$7,500.00

C. You, the Undertenant, will pay the gross rent to the Overtenant in equal monthly payments. Payments shall be paid in advance on the first day of each month during the term.

D. Utility charges: shall be assessed and paid by Undertenant in accordance with the provisions of the Over-Lease.

Security:

5. As security for this Sublease, Undertenant shall deposit with Overtenant \$15,000.00, which security shall be subject to the provisions of Section 44 of the Over-Lease.

Agreement to lease  
and pay rent:

6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so, with the written consent of the Landlord in accordance with Section 13 of the Over-Lease, such consent attached to this Sublease Agreement as Exhibit B. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.

Notices:

7. All notices in the Sublease shall be sent by certified mail, "return receipt requested" to the addresses first stated herein.

Subject to:

8. The Sublease is subject to the Over-Lease. You, the Undertenant, state that you have read and initialed the Over-Lease, and agree to be bound by and subject to all of the obligations and covenants of the Overtenant in the Over-Lease except as specifically excluded herein.

Overtenant's  
duties:

9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

Adopting the  
Over-Lease and  
exceptions:

10. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:

(a) These numbered paragraphs of the Over-Lease shall not apply: 29.

(b) These numbered paragraphs of the Over-Lease are changed as follows: N/A.

- No authority: 11. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.
- Successors: 12. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.
- Brokerage: 13. (a) Undertenant covenants, warrants and represents that there was no broker or finder in connection with this Sublease Agreement, and that no conversations or negotiations were had with any broker or finder except the Broker concerning any of the transactions contemplated by this Agreement. Undertenant agrees to indemnify and hold Overtenant harmless from and against any claims and/or suits (and reasonable legal fees in connection therewith) for brokerage commissions or finders' fees arising out of any conversations or negotiations had by Undertenant with any broker or finder.
- (b) Overtenant covenants, warrants and represents that there was no broker or finder except the Broker in connection with this Sublease Agreement and that no conversations or negotiations were had with any broker or finder except the Broker concerning any of the transactions contemplated by this Agreement. Overtenant agrees to indemnify and hold Undertenant harmless from and against any claims and/or suits (and reasonable legal fees in connection therewith) for brokerage commissions or finders' fees arising out of any conversations or negotiations had by Overtenant with any broker.
- Sublease: 14. The Undertenant shall not be permitted to sublease the Premises without the express written consent of the Overtenant, which consent shall not be unreasonably withheld but which consent shall be fully contingent upon Overtenant obtaining such consent from the Landlord. Overtenant shall make such request of Landlord but shall not be required to take any further action if Landlord refuses, whether or not Undertenant considers such refusal to be reasonable. In no event shall Overtenant be liable for any damage that Undertenant may suffer as a result of such refusal by Landlord. In the event that permission is granted and the Premises is subleased, such sub-lease shall incorporate and include all of the terms contained herein except that in the event that the rent received by Under-

tenant exceeds the rent hereunder then Overtenant shall receive all of such excess.

Holding-Over

15. If Undertenant remains in possession of the Premises after expiration of the Term hereof without Overtenant's express written consent, then Undertenant shall be a tenant at will at a rent of the greater of: (i) two times the monthly rental set forth herein or (ii) the rent payable by Overtenant to Landlord under the Lease in such circumstances.

Changes:

16. This Sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

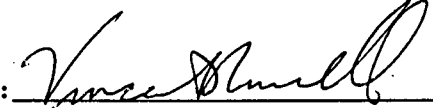
Conflict:

17. In the event the terms of the Over-Lease and this Sublease conflict, the terms of this Sublease shall control.

ATTEST:

OVERTENANT: RIVMONT, INC.

By:

  
VINCENT RIVIELLO

ATTEST:

You, the UNDERTENANT: PARTY RENTALS, INC. LTD

*WJH*

By:

 V. INC.

#2215PLUSF  
6/14/90

EXHIBIT A

LEASE

THIS LEASE, made this 1<sup>st</sup> day of August, 1986,

BETWEEN R C REALTY ASSOCIATES, a Partnership, duly organized and existing under the laws of the State of New Jersey, having its office at 200 North Street, Teterboro, New Jersey, 07608 (hereinafter referred to as "Lessor");

AND RIVMONT, INC., a corporation of New Jersey, with offices at 510 35th Street, Paterson, New Jersey, (hereinafter referred to as "Lessee");

W I T N E S S E T H:

PREMISES

1. The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept, and performed by Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property, (hereinafter referred to as "Leased Premises"), to wit:

All that certain real property, together with improvements thereon, situate and lying and being in the Borough of Teterboro, County of Bergen, and State of New Jersey, and more particularly bounded and described as follows:

38,638 square feet, approximately, of office and warehouse space located in a portion of the one-story brick and masonry building situated at 200 North Street, Teterboro, New Jersey, also known as Lot 3, Block 5 on the Tax Assessment Map of the Borough of Teterboro, together with use in common with other tenants of the walkways, the driveway adjoining the building, and the parking area immediately adjoining the side and rear of that part of the building to be occupied by Lessee. Said premises to be leased are more particularly described and depicted in the drawing attached hereto and identified as Exhibit "A", with the leased space in the building delineated in red.

For use by the Lessee solely as an office, plant, and warehouse for the Lessee.

2. TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging unto Lessee for and during the full term of five (5) years, beginning on the first day of September, 1986, and until the thirty-first day of August, 1991.

3. Yielding and paying therefore, during the term aforesaid, the total sum of Eight Hundred Ninety-one Thousand Five Hundred Seventy-one and 84/100 (\$891,571.84) Dollars rental, payable as follows:

Commencing on September 1, 1986, the monthly sum of Fourteen Thousand Four Hundred Eighty-nine and 25/100 (\$14,489.25) Dollars, and monthly thereafter on the first day of each month until March 1, 1989, at which time the monthly rental shall be Fifteen Thousand Two Hundred Twenty-nine and 81/100 (\$15,229.81) Dollars, and monthly thereafter on the first day of each month,

next  
M

with the last payment of \$15,229:81 on August 1, 1991.

All such rent shall be paid by check of Lessee, payable to the order of Lessor, and mailed to Lessor at 200 North Street, Teterboro, New Jersey, or such address as Lessor may designate in writing, together with such additional and increased rental as is provided for herein.

AND LESSOR DOES HEREBY COVENANT AND AGREE WITH LESSEE AS FOLLOWS:

#### BUILDING

4. The improvements on said premises consist of a one-story brick-masonry office and warehouse building, together with parking area and truck driveway, as depicted on Exhibit "A", attached hereto and made a part hereof. Said premises shall be accepted in their present physical order and condition. Lessor represents that the building and all fixtures are in good and proper working order and that there are no defects or deficiencies therein.

#### QUIET POSSESSION

5. Lessor warrants and represents that it is the fee owner of the Leased Premises and that it has full right to make this Lease. Lessor further covenants and agrees for itself, its successors and assigns, that during the term hereof and so long as Lessee or those claiming under Lessee perform Lessee's covenants and agreements hereunder, Lessee and those so claiming shall lawfully, peacefully, and quietly have, hold, use, occupy, possess, and enjoy the premises hereby leased with all appurtenances, without let, suit, hindrance, eviction, molestation, or interruption whatsoever, of or by adverse title or by Lessor or those claiming under Lessor.

#### GENERAL REPAIRS BY LESSOR

6. During the term of this Lease and after written notice of the need therefor, Lessor will make all repairs to the exterior walls and foundation of the building of which said premises are a part.

#### OTHER REPAIRS

7. Lessor further covenants and agrees to make, at its own cost and expense, any and all repairs to building made necessary by reason of damages caused by storm, fire, flood, lightning, earthquake, Acts of God, or the public enemy, and/or casualties, as more fully provided in Paragraph 30.

#### REMOVAL OF TRADE FIXTURES

8. Any trade fixtures, machinery and equipment, fluorescent lights, and power wiring, conduits, drapes, rods, and venetian blinds furnished and installed by Lessee at its own expense, shall be considered as its own, and upon the expiration of this Lease, or any extension thereof, Lessee may remove same providing that Lessee shall repair any damage caused to said premises by such removal.

AND LESSEE DOES HEREBY COVENANT AND AGREE WITH LESSOR AS FOLLOWS:

#### PAYMENT OF RENT

9. That Lessee will pay said rent and increases thereof at the times and place and in the manner aforesaid.



#### UTILITY BILLS

10. That Lessee will pay all charges and bills for water, heat, gas, and electricity which may be assessed or charged by means of separate meters for such utilities against the occupant of said premises during said term or any extension thereof.

#### REPAIRS BY LESSEE

11.

(a) The Lessee covenants throughout the term of this Lease to take good care of and maintain in good and safe condition, the building and building equipment, including all heating, air conditioning, plumbing, and the electrical system and fixtures pertaining to said system, provided, however, that Lessee shall not be responsible for any damage caused by the user of the adjacent portion of the building. Lessee shall also maintain that part of the driveway used exclusively by Lessee and the parking area. All repairs by Lessee shall be done in a good and workmanlike manner. It is understood, however, that Lessor shall be liable for repairs to the building that are the direct or indirect result of structural defects in the Leased Premises;

(b) Lessee covenants and agrees to maintain, at its own cost and expense, the driveway to the street, which it uses in common with other tenants, and shall maintain the same in a good state of repairs at all times, and shall keep the same unobstructed of snow, ice, motor vehicles, and other objects, for the free passage of motor vehicles at all times;

(c) Notwithstanding any of the above, it is understood and agreed that ordinary maintenance repairs to the roof shall be the responsibility of Lessee, but Lessor shall be responsible for all structural or capital-type expenditures for the roof.

#### EXCLUSIVE CONTROL OF PREMISES

12. Lessor shall give to Lessee exclusive control of premises and shall be under no obligation to inspect said premises. Lessee shall report in writing to Lessor any defective condition known to it which Lessor is required to repair, and failure to so report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defect.

#### ASSIGNMENT OR SUBLETTING

13. That Lessee will not assign this Lease or let or underlet the whole or any part of said premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld by Lessor.

#### USE OF PREMISES

14. That Lessee, contingent upon its obtaining a Certificate of Occupancy from the Borough of Teterboro, should the same be required, will use and occupy said premises in accordance with a resolution of the Planning Board of the Borough of Teterboro, adopted on July 24, 1986 for office, warehousing, and storage of waste paper products and for operations consisting of baling of such waste paper and related operations, in a careful, safe, and proper manner, and will not use or occupy said premises or permit the same to be used or occupied for any undesirable purpose or business.

#### GOVERNMENTAL ORDERS

15. That Lessee will fully comply with and obey all laws, ordinances, rules, regulations, and requirements of all regularly constituted authorities in any way regulating the use of said premises, and will not use or permit said premises to be used for any unlawful purpose or will not manufacture or permit to be sold on the premises any intoxicating liquor. Lessor recognizes that the premises are leased for a use expressly approved by Resolution of the Planning Board of the Borough of Teterboro, adopted July 24, 1986.

#### ABANDONMENT OF PREMISES

16. That Lessee will not, without the prior written consent of Lessor, permit said premises to remain vacant or unoccupied for more than thirty (30) consecutive days, unless Lessee shall provide a caretaker or watchman to insure protection to Lessor under its fire insurance coverage.

#### INDEMNITY AGAINST LIENS

17. Lessee agrees to indemnify Lessor against all liens, claims, or demands arising out of any improvements, repairs, or alterations made by Lessee in or upon the Leased Premises.

#### INDEMNITY AGAINST LIABILITY

18. The Lessee will indemnify and save harmless the Lessor from and against any penalty or damage or charges imposed for any violation of laws or ordinances, or from and against any loss, cost, or damage resulting from injury to persons or property occurring on said premises during the term of this Lease, or any extension or renewal thereof, unless arising out of any omission, fault, negligence, or other misconduct of the Lessor on or about the Leased Premises, or arising from any defective original construction of the foundations, walls, roof, plumbing, wiring, or heating systems in or upon said Leased Premises. The Lessee shall maintain and pay for general public liability insurance affording protection equal to or better than owner's, landlord's, and tenant's form filed by the National Bureau of Casualty Underwriters with the state regulatory authority in the State of New Jersey protecting the Lessor and the Lessee, as their respective interests appear or may appear, each with the same effect as if separately insured, against any claims for damage or injury to persons or property occurring in or on the premises. Such policy shall name the Lessor as an insured, and shall contain a provision that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days' prior written notice, and shall be in such form as is approved by Lessor. The policy of public liability insurance shall include a provision protecting the Lessor and the Lessee as their respective interests appear or may appear, in the minimum amount of One Million (\$1,000,000.00) Dollars in the event of injury per person and per accident, and Five Hundred Thousand (\$500,000.00) Dollars for property damage; a copy of such policy or a certificate evidencing issuance of such policy in as much detail as required by Lessor shall be issued and delivered to the Lessor. Such liability policy shall contain a provision whereby the insurer waives its rights of subrogation against Lessor.

#### LOSS OR DAMAGE SUSTAINED BY LESSEE

19. Lessor shall not be liable to the Lessee or to anyone claiming under or through Lessee, for any loss and/or damage which may be occasioned by fire or water, deluge or overflow, bursting, leaking, or running over of water pipes, plumbing, or fixtures,

gas, steam, sewage, wiring, or other apparatus or by rain or other water being or coming upon said premises through the roof, skylight or trap door, if any, or by reason of the existing condition, defect, matter, or thing in said Leased Premises unless caused by structural defects, or unless such loss or damage arises out of any omission, fault, negligence, or other misconduct of Lessor and/or its agents or invitees after notice as provided in Paragraph 12.

#### SURRENDERING PREMISES

20. That Lessee will surrender and deliver up said premises, at the end of said term, in as good order and condition as the same now are, reasonable use and natural wear and tear, a taking by eminent domain, Act of God, or other loss for which the Lessor is compensated for by insurance, excepted.

#### REPLACEMENT OF GLASS

21. The Lessee agrees to replace all broken glass with glass of the same size and quality of that broken, except as provided in Paragraph 7.

#### SIDEWALKS

22. Lessee agrees to keep the sidewalks, parking lot, and driveways used exclusively by Lessee adjacent to the building, in a clean, safe, and sanitary condition according to the Borough Ordinances and the directions of the public officers during the term of this Lease at Lessee's own expense. The Lessee agrees to clean the ice and snow from the sidewalks, parking lot, and such driveways and to remove the ice and snow from the gutters and downspouts. Lessee agrees to cut the grass, trim the shrubbery and to do all other work necessary to properly maintain and care for the lawn, shrubbery and other landscaping on the premises.

#### OUTDOOR SIGNS

23. Lessee shall have the right to erect such signs advertising its own business or product, on the front, side, and rear, or roof of the building and parking area, as shall be in accordance with the Ordinances of the Borough of Teterboro, and approved by the appropriate officials thereof, after having obtained the prior written approval for such specific signs from Lessor, which approval shall not be unreasonably withheld by Lessor. Lessee shall be liable for any damage occasioned by the erection and maintenance of such signs, including damages to the building and/or parking area, or damages to persons or property. No sign shall be painted on the surface of the masonry. Lessee shall remove such signs upon the termination of this Lease by expiration of the term or otherwise, and shall make any repairs to the building necessitated by the removal of the signs. Lessee shall comply with the laws, rules, and directives of all appropriate governing bodies involving the maintenance of such signs.

#### INTERIOR ALTERATIONS

24. Lessee shall have the right to make changes in the interior of the building, other than structural changes, as it shall deem necessary or advisable in adapting the premises to its use but subject in all cases to the following:

- (a) Lessee shall make no change or alteration involving an estimated cost of more than Five Thousand (\$5,000.00) Dollars, except after ten (10)-days' written notice to the Lessor and upon obtaining the prior written consent of Lessor which shall not be withheld if the change or alteration would

not, in the reasonable opinion of the Lessor, impair the value or usefulness of the building or any part thereof;

- (b) No change or alteration shall be undertaken until Lessee shall have procured and paid for, so far as the same may be required from time to time, any permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction. All plans and specifications required shall be performed by a licensed architect or engineer whose fees shall be paid for by Lessee. Lessor shall join in the application for such permits or authorizations whenever such action is necessary;
- (c) Any change or alteration shall, when completed, be of such character as not to reduce the value of the Leased Premises below its value immediately before such change or alteration. All such changes or alterations shall become the property of the Lessor. Lessor, at its option, may require Lessee at the termination of the Lease to remove such change or alteration, and restore the interior of the building to the same layout and configuration as existed when Lessee took possession;
- (d) Any change or alteration shall be made promptly (unavoidable delays excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body hereafter exercising functions similar to those of any of the foregoing;
- (e) The cost of any such change or alteration shall be paid in cash or its equivalent so that the Leased Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Leased Premises;
- (f) Workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee or the Leased Premises, and general liability insurance for the mutual benefit of Lessee and Lessor, with limits of not less than \$1,000,000.00 in the event of bodily injury per person and per accident, and with limits of not less than \$50,000.00 for property damage, shall be maintained by Lessee at Lessee's sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies of recognized responsibility, and shall name the Lessor as an insured and

include the Lessor's interest, and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered to Lessor.

DEFAULT BY LESSEE AND REMEDIES UPON LESSEE'S DEFAULT

25. In the event at any time:

(a) Lessee defaults in paying promptly when the same becomes due and payable in accordance with the provisions of this Lease, any installment of rent, taxes, assessment, insurance premiums, or other charges payable by Lessee hereunder, and if any such default continues for thirty (30) days; or

(b) Lessee defaults in promptly performing any other covenant or agreement whatsoever required to be performed by Lessee hereunder and any such default continued for thirty (30) days; provided, however, that if any such default cannot be cured within the aforesaid period of thirty (30) days, then Lessee shall be deemed to have cured such default if within said period of thirty (30) days Lessee commences to cure such default and diligently thereafter prosecutes the curing thereof to completion, then, and in any such event, Lessor may at any time thereafter, at its option:

(i) terminate this Lease by giving to Lessee written notice of Lessor's intention so to do, which notice shall specify as to the time of termination the date at least fifteen (15) days after the giving of such notice; and/or

(ii) Resort to all other rights and remedies whatsoever which might be available to Lessor; and/or

(iii) Lessor, in addition to any other remedies herein contained or as may be permitted by law, may either, by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same and again possess and enjoy; and as agent for the Lessee or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Lessor may have been put to in re-entry, repossessing, and re-letting the same, including but not limited to broker's commissions, and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Lessee shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Lessor, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Lessor during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be

paid as such deficiencies arise and are ascertained each month.

#### INSOLVENCY OR BANKRUPTCY OF LESSEE

26. In the event of the insolvency or bankruptcy of the Lessee or the filing of any petition under the Bankruptcy Act, voluntary or involuntary, and such bankruptcy is not stayed within thirty (30) days of filing of such petition, or in the event of a partial or general assignment for the benefit of a creditor, or creditors, or in the event of the failure of Lessee to maintain its corporate existence and franchise, then the Lessor shall have the right and privilege to either (a) immediately terminate this Lease by thirty (30) days' written notice; or (b) re-enter into possession of the premises and to hold the Lessee liable for the difference, if any, between the rental herein reserved for the unexpired portion of the term and any lesser amount which Lessor, in the exercise of reasonable diligence, is able to procure for the unexpired portion of the term, each monthly difference being a separate cause of action; nor shall Lessor be liable to Lessee for any larger amount of rent which Lessor is able to procure.

#### WAIVER OF BREACH

27. No waiver of any condition or covenant of this Lease shall be deemed a waiver of any other condition or covenant of this Lease.

#### ENTRY TO PREMISES

28. That Lessee will permit Lessor or Lessor's agents to enter upon said premises at all reasonable times to examine condition of same and when authorized by Lessor, workmen may enter the premises during business hours to make repairs, except that when any major repairs are to be made, Lessor shall consult and obtain Lessee's approval as to the time when such work shall be done, and except that if Lessee shall only give approval for said repairs or alterations to be made outside of the regular work hours which shall result in overtime labor rates, Lessee shall pay the difference between the regular and overtimes rate to Lessor promptly upon receipt of invoice.

#### REAL ESTATE TAXES

29.

(a) Lessee agrees to pay timely throughout the term hereof and before delinquency, penalty, interest, or costs that may be added thereto, all taxes, assessments levied and assessed or to be levied and assessed upon all personal property placed upon the Leased Premises by the Lessee, including personal property placed upon the Leased Premises by the Lessee which may be assessed as a portion of the realty. With respect to local assessments for improvements, it is agreed that payment therefore may be made in installments, the burden of which shall be prorated between Lessee and Lessor in the same proportion as the balance of the term of the Lease bears to the economic life of the improvement at the time of such assessment;

(b) Lessee agrees to pay timely and before delinquency, penalty, interest or costs that may be added thereto, any and all real estate taxes and assessments levied against the Leased Premises and due during the term of the Lease. Said tax shall be adjusted as of the date the Lessee takes possession;

(c) Lessee reserves the right to contest by appropriate proceedings the validity or amount of any tax or assessed valuation herein agreed to be paid by it and Lessor agrees to render to Lessee all assistance reasonably possible without expense to Lessor in contesting the validity or amount of any such excess tax or assessed valuation including joining in and signing of any protest or pleadings which Lessee may deem it advisable to file;

(d) Lessor agrees to furnish Lessee with the annual tax bill as presented to it by the Borough of Teterboro, and Lessee shall use the same in making the tax payments due, and shall furnish to Lessor as received the official receipts of the Borough evidencing the payment of each quarterly installment.

LESSOR AND LESSEE MUTUALLY COVENANT AND AGREE AS FOLLOWS:

DESTRUCTION OF PREMISES

30. Lessee shall, in case of damage to the premises caused by fire, tornado, windstorm, cyclone, earthquake, hail, or other casualties, during the term of this Lease, give immediate notice to Lessor in writing, who shall thereupon, to the extent of the insurance as aforesaid, cause the damage to be repaired with reasonable diligence and dispatch, unless this Lease is terminated by either Lessor or Lessee as in this paragraph provided. In the event the Leased Premises are partially damaged or destroyed by fire or otherwise, the rent shall be reduced by an amount to be determined by negotiation between the parties, or if no agreement can be reached between the parties, then by arbitrators provided for in this paragraph; Lessee shall pay such reduced rent in accordance with the undamaged floor space usable by Lessee and the reduction shall continue from the date of giving notice to Lessor until such repairs are completed. If the damage or destruction shall be so excessive as to render the premises totally untenable for the purposes of Lessee, the rent shall be payable to the date of Lessee's giving written notice of such damage or destruction and shall thereupon cease until such time as the premises are put in good order by Lessor. In the event the premises cannot reasonably be or are not repaired or restored to their former condition within ninety (90) days from the date of the damage or destruction, Lessee may, at its option, cancel this Lease, effective as of the date it gave written notice to Lessor of the damage or destruction, and Lessor shall refund to Lessee any prepaid rent. In the event the premises cannot be reasonably repaired or restored to their former condition within ninety (90) days from the date of the damage or destruction, Lessor may, at its option, cancel this Lease effective as of the date Lessee gave written notice to Lessor of said damage or destruction. If Lessor and Lessee cannot agree as to whether said building or the premises be totally destroyed by fire or other casualty or so damaged that the Leased Premises are rendered untenable or unsuitable for the occupation or operation of the business of the Lessee, or that the same may be restored to their former condition within ninety (90) days, the fact shall be determined by arbitration; Lessor and Lessee shall each choose an arbitrator within five (5) days after either has notified the other in writing of such damage, the two so chosen, before entering on the discharge of their duties, shall elect a third, and the decision of any two of such arbitrators shall be conclusive and binding upon both parties hereto.

Notwithstanding the foregoing, in the event the building is substantially or totally destroyed during the last two years of this Lease, or any extended term thereof, due to causes not within the standard fire and extended coverage insurance, the Lessor may, at its option, by written notice to Lessee, terminate this Lease, and the Lessor shall refund to the Lessee any prepaid rent.

#### EMINENT DOMAIN

31. If, during the term of this Lease, or any renewal term, all or part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, whether or not this Lease is terminated as herein provided or otherwise, Lessor shall be entitled to the entire award in such proceedings for the land and building, and Lessee shall have the right only to prove in such proceedings and to receive any award which may be made for damages or condemnation of Lessee's movable trade fixtures and equipment and not for the loss of Lessee's leasehold estate.

If the entire Leased Premises shall be taken under such eminent domain proceedings, this Lease and all the right, title and interest of Lessee hereunder shall cease and come to an end on the date of possession by governmental authority pursuant to such proceedings.

If less than the entire demised premises, but more than twenty (20%) percent of the usable floor area of the building on the Leased Premises, shall be taken in any such proceedings, Lessee, at its option, may terminate this Lease in its entirety by giving notice to Lessor, in writing, within sixty (60) days after the date of possession by governmental authority in such proceedings, specifying a date not more than sixty (60) days after the giving of such notice as the date for such termination.

If twenty (20%) percent or less of the usable floor area of the building on the Leased Premises shall be taken by eminent domain proceedings, or if more than twenty (20%) percent of such floor area is taken and less than forty (40%) percent and Lessee does not elect to terminate as hereinabove provided, then, in either event, Lessor covenants and agrees, at Lessor's sole cost and expense, promptly to restore insofar as reasonable and practically possible, that portion of the building on the Leased Premises not so taken to a complete architectural unit for the use and occupancy of Lessee and with the same usable floor space as in this Lease expressed. If forty (40%) percent or more of usable floor area of said building shall be taken and Lessee does not elect to terminate as hereinabove provided, Lessor shall have the option of either restoring the building as hereinbefore provided or terminating this Lease in its entirety by giving notice to Lessee, in writing, within fifteen (15) days after the date of possession by governmental authority in such proceedings, specifying a date not less than sixty (60) days after the giving of such notice as the date for such termination. During any period in which Lessee shall be deprived of the use of any portion of said premises, building, and improvements as a result of such eminent domain proceedings, the rent shall be reduced by an amount which bears the same proportion to the total rent as the value of the portion of the land, building, and improvements not available to Lessee bears to the value of the entire land, building, and improvements leased hereunder. If a dispute should arise between Lessor and Lessee as to such values, such values shall be determined by a majority of three (3) arbitrators, one to be selected by Lessor, one to be selected by Lessee, and one to be chosen by the two arbitrators so selected.

#### ESTATE LAND

32. This contract shall create the relationship of Landlord and Tenant between Lessor and Lessee. No estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale so far as the parties may lawfully so provide by agreement, but the Lessee may assign or sublet as provided in Paragraph 13 hereof.



#### HOLDING OVER

33. If Lessee remains in possession of Leased Premises after expiration of the term hereof, or after expiration of any renewal or extension of this Lease, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a tenant at will at rental rate in effect at end of Lease or in effect at end of any renewal or extension thereof, and there shall be no renewal of this Lease by operation of law.

#### RELETTING BY LESSOR

34. Lessor may, without terminating this Lease, upon Lessee's breaching this contract, at Lessor's option, enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting.

#### ENTRY FOR CARDING, ETC.

35. Lessor may card premises "For Rent" or "For Sale" six (6) months before termination of this Lease, or, in the event of renewal or extension, six (6) months before the term covered by any such renewal or extension. Lessor may enter the Leased Premises at reasonable hours to exhibit same to prospective purchasers or tenants.

#### INSURANCE ON LEASED PREMISES

36.

(a) Lessor agrees to maintain insurance on the building insuring the same against loss or damage by fire and all-risk insurance and against hazards includable in an extended coverage endorsement. Lessor will present the paid bill for the premium for such insurance to Lessee, as the same becomes due and Lessee agrees to promptly reimburse Lessor therefore. The policy will be issued in the name of the Lessor and any loss is to be paid solely to the Lessor. The insurance shall be written in an amount equal to ninety (90%) percent of the full replacement and reconstruction cost. In the event the insurance carrier does not provide Lessor with a separate bill for the premium for the Leased Premises, then Lessee agrees to pay a proportionate share of the Lessor's entire bill which shall be based on the ratio between the area of the structure on the Leased Premises and the total area of all the structures insured under the policy. Lessor agrees that, in the event such fire and extended coverage insurance rates are increased as a result of Lessor's or another tenant's occupancy of all or part of the building that is not occupied by Lessee hereunder, then, in such event, Lessee shall only be required to pay its proportionate share of the standard rate;

(b) The parties acknowledge that Premises are a part of a larger space in the Building, and Lessee agrees that, in the event fire and extended coverage insurance maintained by Lessor on the Building or any fire contents insurance maintained by Lessor on materials or goods stored by Lessor in any portion of the Building are increased as a result of Lessee's occupancy, Lessee shall pay such increase upon demand;

(c) It is expressly understood and agreed that if, because of Lessee's use of the premises, it shall be im-

possible to obtain the insurance on the building as set forth in paragraph 36(a) above, Lessor may, if it so elects, at any time thereafter, terminate this Lease and the term thereof, on giving to the Lessee fifteen (15) days' notice in writing of its intention so to do. Upon service of the written notice, Lessee shall have the right to procure such insurance at its cost, and if Lessee obtains such insurance on or before the expiration of the fifteen (15)-day period, then the notice of termination shall be null and void. Otherwise, this Lease and the term thereof shall terminate and come to an end upon the expiration of the last day of such fifteen (15)-day period.

#### REMEDIES CUMULATIVE

37. All rights, power, and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

#### DEFINITIONS

38. "Lessor", as used in this Lease, shall include Lessor, its successors and assigns in title to premises (or heirs, executors, administrators, and assigns in title to premises). "Lessee" shall include Lessee, its successors and assigns, and, if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sub-lessees as to premises covered by such assignment or sublease. "Lessee" shall also include any corporation into which Lessee may be merged and any corporation resulting from a consolidation of Lessee with any other corporation or corporations, and the surviving corporation or resulting corporation, as the case may be, in the event of such merger or consolidation, shall thereupon be the Lessee hereunder. "Lessor", "Lessee" (and "Agent") include male and female, singular and plural, corporation, partnership, or individual, as may fit the particular parties.

#### SERVING OF NOTICE

39. All notices required by terms of this Lease to be given to Lessor shall be given by sending them by Registered Mail, postage prepaid, to Lessor at 200 North Street, Teterboro, New Jersey; and all notices required to be given Lessee shall be given by sending them Registered Mail, postage prepaid, to Lessee at the Leased Premises. However, any party may change address to which notices shall be delivered by giving notice in writing by Certified Mail, Return Receipt Requested, of such change to the other parties, and, thereafter, all such notices shall be delivered to such changed address. Notices given to said parties at said addresses shall be sufficient for all purposes of this Lease, even though the party may have transferred and conveyed all of its rights hereunder. Any party transferring or conveying its rights hereunder may give notice of such transfer or conveyance, stating that, after such notice, any notice required by terms of this Lease to be given to the party giving such notice shall thereafter be given the transferee or assignee named in such notice at address stated in said notice, and, thereupon, notice to such substituted party named therein shall be sufficient for the purposes of this Lease.

#### HEAD NOTES

40. The paragraph head notes are inserted merely for convenience and are not to be construed as part of this Lease or in any affecting it.

#### AGREEMENT

41. This Lease covers all of the covenants, conditions, stipulations, and provisions agreed upon between the parties hereto, and no employee, agent, or representatives of Lessor or Lessee has authority to change, modify, or alter the terms hereof, and neither party is nor shall be bound by any inducement, statement, representation, promise, or agreement not in conformity herewith. In no event shall this Lease or any provisions hereof be deemed to be amended, modified, or changed in any manner whatsoever, except and unless set forth and provided in a writing executed by Lessor and Lessee, respectively.

#### EXECUTION

42. Any and all questions as to the interpretation, validity, or execution of the foregoing document shall be determined under the laws of the State of New Jersey in effect as of the date of the execution hereof.

#### SUBORDINATION

43. This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Leases Premises. Provided, however, so long as Lessee is not in default in the payment of rent or in the performance of any of the terms of this Lease, the Lessee's rights and privileges under this Lease or any renewal thereof shall not be disturbed or interfered with by the holder of any such mortgage. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee will, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. The Lessee hereby appoints the Lessor its attorney-in-fact, irrevocably, to execute and deliver any such instrument for the Lessee.

#### SECURITY

44. Lessee has this day deposited with Lessor the sum of Thirty-six Thousand Two Hundred Twenty-three and 12/100 (\$36,223.12) Dollars as security for the payment of the rent hereunder and the full and faithful performance by the Lessee of the covenants and conditions on the part of the Lessee to be performed. Said sum shall be returned to the Lessee after the expiration of the term hereof, provided that the Lessee has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Lessor may, if the Lessor so elects, have recourse to such security, to make good any default by the Lessee, in which event the Lessor shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Lessee shall run with the reversion and title to said premises, which any change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure, or other proceedings, or the exercise of a right of taking or entry by any mortgage. The Lessor shall assign or transfer said security, for the benefit of the Lessee, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Lessee from all liability to return such security. This provision shall be applicable to ever alienation or change in title and shall in no wise be deemed to permit the Lessor to retain the security after termination of Lessor's ownership of the reversion or title. The Lessee shall not mortgage, encumber, or assign said security without the written consent of the Lessor. *to be held in the interest of Lessee, to be divided equally between Lessee and Lessor.*

*WJ* *FF* *CF* *MF* *M*

#### SEVERABILITY

45. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion severed.

#### BROKER

46. The Lessor and Lessee represent to and with each other that the only broker involved in bringing about this Lease is Masi Boyle Associates, the listing broker, and that neither party has negotiated or dealt with any other party as broker or realtor in connection with this Lease.

#### OPTION TO RENEW

47. If this Lease is in full force and effect and Lessee shall have fully performed all of the terms and conditions, then Lessee shall have the right and option to renew this Lease for an additional term of five (5) years, beginning on the first day of September, 1991, and ending on the thirty-first day of August, 1996, upon the same terms and conditions as during the original full term of this Lease, except for the amount of rent, which shall be as set forth in the subparagraphs below. Such option to renew shall be exercisable by Lessee by giving written notice to the Lessor not less than six (6) months prior to the end of the original full term of this Lease.

The rental for the extended term shall be as follows:

A. For the period commencing September 1, 1991 to February 28, 1994, the monthly sum of Sixteen Thousand Seven Hundred Forty-three and 13/100 (\$16,743.13) Dollars; 5<sup>15</sup>

B. For the period commencing March 1, 1994 to August 31, 1996, the end of the renewal term, a monthly rental at the rate of Eighteen Thousand Four Hundred Seventeen and 44/100 (\$18,417.44) Dollars. 71

#### COMPLIANCE WITH "ECRA"

48. Lessee acknowledges the existence of the Environmental Clean Up Responsibility Act of 1983 ("ECRA"). Lessee represents to Lessor that Lessee's Standard Industrial Classification (SIC) Number as used on Lessee's Federal Tax Return will not subject the premises to ECRA applicability. Any change by Lessee to an operation with an SIC number subject to ECRA shall require Lessor's written consent. Any such proposed change shall be noticed in writing to Lessor, sixty (60) days prior to the proposed change. Lessor, at its sole option, may deny consent.

Lessee hereby agrees to execute such documents as Lessor reasonably deems necessary and to make such applications as Lessor reasonably requires to assure compliance with ECRA. Lessee shall bear all costs and expenses incurred by Lessor associated with any required ECRA compliance resulting from Lessee's use of the Premises including but not limited to state agency fees, engineering fees, clean-up costs, filing fees, and suretyship expenses. As used in this Lease, ECRA compliance shall include applications for determinations of non-applicability by the appropriate governmental authority. The foregoing undertaking shall survive the termination or sooner expiration of the Lease and surrender of the Premises and shall also survive sale, or lease or assignment of the Premises by Lessor. Lessee agrees to indemnify and hold Lessor harmless from any violation of ECRA occasioned by Lessee's use of the Premises. mjt  
MK

Lessor represents that it has no knowledge of any ECRA violation and that, to the best of its knowledge, the last occupant of the building complied with ECRA and that, to the best of its knowledge, there are no outstanding obligations, clean-up plans, or deficiencies concerning ECRA with respect to the leased premises.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or have caused this instrument to be duly executed by their respective officers, the day and year first-above written.

WITNESS:

R C REALTY ASSOCIATES  
A Partnership, Lessor

Carol P. Hamilton

BY R. A. Potdevin

Robert A. Potdevin, a Partner

R. A. Potdevin

BY Carol P. Hamilton

Carol Hamilton, a Partner

ATTEST:

RIVMONT, INC.

F. J. Little

Secretary

BY V. J. Smith

President

ic

STATE OF NEW JERSEY )

COUNTY OF Bergen )

ss

BE IT REMEMBERED, that on the 1<sup>st</sup> day of Aug, 1986, before me, the subscriber, J. Burke, personally appeared ROBERT POTDEVIN, a Partner of R C REALTY ASSOCIATES, Lessor, who has signed the foregoing instrument as such partner, and who has acknowledged to me that said instrument, made by such Partnership, is the voluntary act and deed of said Partnership, made by virtue of authority from its partners.

Jandra S. Burke

STATE OF NEW JERSEY )

COUNTY OF Bergen )

ss:

BE IT REMEMBERED, that on the 1<sup>st</sup> day of Aug, 1986, before me, the subscriber, J. Burke, personally appeared VINCENT RIVIELLO, President of RIVMONT, INC., who has signed the foregoing instrument as such officer and who has acknowledged to me that said instrument, made by such corporation and sealed with its corporate seal, is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors.

Jandra S. Burke



65 Willowbrook Blvd.  
Wayne  
New Jersey 07470  
973-256-7800  
FAX 973-256-9339  
<http://www.gza.net>

**PRELIMINARY ASSESSMENT REPORT  
BRIGHTON BEST SOCKET & SCREW  
MANUFACTURING CO., INC.  
400 NORTH STREET  
TETERBORO, NEW JERSEY**

**PREPARED FOR:**

Winne, Dooley & Bole  
West 115 Century Road  
Paramus, New Jersey 07652

**PREPARED ON BEHALF OF:**

North Green Enterprises  
1 East Ridgewood Avenue  
Paramus, New Jersey 07652

A Subsidiary of GZA  
GeoEnvironmental  
Technologies, Inc.

**PREPARED BY:**

GZA GeoEnvironmental, Inc.  
65 Willowbrook Boulevard  
Wayne, New Jersey 07470

NOVEMBER 1998

**Copyright 1998 GZA GeoEnvironmental, Inc.**

Via Federal Express

**New Jersey Department of Environmental Protection  
Site Remediation Program**

**PRELIMINARY ASSESSMENT REPORT**

This form has been created to assist in completing a Preliminary Assessment in accordance with the Technical Requirements for Site Remediation, N.J.A.C. 7:26E. It must be completed in detail and supplemented with narratives where directed. This form takes the Preliminary Assessment requirements of the Technical Rules and puts them into a question and answer format. It is the foundation for completing an environmental investigation of a site as a means towards obtaining a no-further-action approval from the Department ; as well as a means toward meeting the minimum requirements of the due diligence requirements of the innocent purchaser defense as defined by N.J.S.A. 58:10-23.11g

INFORMATION IN THE REPORT SHALL BE USED AS THE INITIAL BASIS FOR ASSESSING POTENTIAL ENVIRONMENTAL CONCERNS. THIS FORM MUST BE CERTIFIED IN ACCORDANCE WITH N.J.A.C. 7:26E-1.5. SUBMIT ONE ORIGINAL CERTIFIED COPY OF THIS FORM UNLESS IT IS ACCOMPANIED BY A SITE INVESTIGATION REPORT AND A PROPOSED REMEDIAL INVESTIGATION WORKPLAN IN WHICH CASE 3 COPIES SHALL BE SUBMITTED.

This form should be used as a foundation for completing a preliminary assessment report in accordance with N.J.A.C.7:26E, the Technical Requirements for Site Remediation, subchapter 3.1 and 3.2. The purpose of a preliminary assessment is to identify the presence of any potentially contaminated areas of concern. And if the information gathered to complete this form identifies and potentially contaminated areas of concern, then there is a need to complete a site investigation pursuant to N.J.A.C. 7:26E-3.3 through 3.13. If this is the case, then continue with the remedial activities and submit the preliminary assessment report with a complete site investigation report and a proposal based on the findings of the site investigation.

The Department will accept mimeograph copies or computer-generated copies of this form provided the copies are legible and all questions listed on this form are included.

The application must be notarized.

Should you encounter any problem in completing this form, we recommend that you discuss the matter with your assigned Case Manager for active cases or a representative from the Department if completing the form in anticipation of a future submittal to the NJDEP. Submitting incorrect or insufficient data may cause processing delays and possible postponement of your transaction.

Please call (609) 633-0708 or your assigned case manager between the hours of 8:30 a.m. and 4:30 p.m. to request assistance.



**Division of Responsible Party Site Remediation  
Industrial Site Recovery Act**

**INITIAL NOTICE FEE SUBMITTAL FORM**

Case # (if known) E98493

Case Name (Active Case) North Green Enterprises

Check drawn from the account of \_\_\_\_\_ Check/M.O. # \_\_\_\_\_

Amount Enclosed \$ 250.00

**Please circle the appropriate payment location(s)**

- |     |  |           |
|-----|--|-----------|
| 1.  | General Information Notice                             | \$100.00  |
| 2.  | Preliminary Assessment Report                          | \$250.00  |
| 3.  | Site Investigation Report                              | \$500.00  |
| 4.  | Negative Declaration Review                            | \$100.00  |
| 5.  | Expedited Review Application•                          | \$250.00  |
| 6.  | Remediation in Progress Waiver Application•            | \$250.00  |
| 7.  | Regulated Underground Storage Tank Waiver Application• | \$500.00  |
| 8.  | Area of Concern Waiver Application•                    | \$200.00  |
| 9.  | Limited Site Review Application•                       | \$450.00  |
| 10. | Applicability Determination Application                | \$200.00  |
| 11. | De minimis Quantity Exemption Application              | \$200.00  |
| 12. | Limited Conveyance Application•                        | \$500.00  |
| 13. | Remediation Agreement Application                      | \$1000.00 |
|     | Remediation Agreement Amendment Application            | \$500.00  |
| 14. | Confidentiality Claim                                  | \$250.00  |
| 15. | Remedial Action Workplan Deferral Application•         | \$750.00  |

- This fee includes the costs of the Department's review of the General Information Notice required pursuant to N.J.A.C. 7:26B-3.2(a). Any person submitting this fee shall not be required to submit a separate General Information Notice fee.

Note: All applicable fees are due with the submission of each document. A case will remain with the Initial Notice Section up through the submission of a Remedial Investigation Report or the submission of a schedule to implement a Remedial Investigation or Remedial Action at Peril.

4/98

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF  
RESPONSIBLE PARTY SITE REMEDIATION  
P.O. Box 435, TRENTON, NJ 08625-0435

## PRELIMINARY ASSESSMENT REPORT

Answer all questions. Should you encounter any problems in completing this form, we recommend that you discuss the matter with a representative from the Site Remediation Program. Submitting incorrect or insufficient data may cause processing delays and possible postponement of your transaction

PLEASE PRINT OR TYPE

Date: November 23, 1998Industrial Establishment/Site Name Brighton Best Socket & Screw Manufacturing Co., Inc.Address 400 North StreetCity or Town Teterboro Zip Code 07608Municipality Teterboro County BergenBlock (s) 303 Lots (s) 8Site Remediation Program Case Number or EPA Identification Number E98493

1. Present a history of ownership and operations at the industrial establishment, in tabular form, from the time the site was naturally vegetated or utilized as farmland in accordance with N.J.A.C. 7:26E-3.1(c)1.i. (attach additional sheets as necessary)

Name of Property Owner	From	To
North Green Enterprises	May 5, 1972	Present
North Green Enterprises, Inc.	December 2, 1971	May 5, 1972
The Norton Company	December 16, 1954	December 2, 1971
Behr-Manning Corporation	May 26, 1950	December 16, 1954
Between Land Company, Inc.	December 18, 1947	May 26, 1950
Ridgeland, Inc.	December 30, 1946	December 18, 1947

Name of Operator	From	To
Party Rental Ltd.	12/13/84	Present
Brighton Best Socket & Screw Mfg. Co., Inc.	About 1972	1984
"Unnamed abrasives company"	1951 ?	1972 ?

2A. In accordance with N.J.A.C. 7:26E-3.1(c)1.ii, provide a clear and concise description of the past industrial/commercial operation(s) conducted on site by each owner and operator. To the extent available the site history shall include an evaluation of the following sources of information:

(1) Sanborn Fire Insurance Maps; (2) MacRae's Industrial Directory; (3) Title and Deed; (4) Site plans and facility as-built drawings; (5) federal, state, county and local government files; (6) The Department Geographic Information System. (7) and any additional sources which may be available for a specific site.

Site history is frequently an item where preliminary assessments are incomplete. The Industrial Site Recovery Act requires that a diligent inquiry be made, researching the site history back to January 1, 1932. Common answers to this question have included: "Unknown", or "We are only a tenant on the site and have no knowledge of prior site history". Neither of these answers satisfies the requirement for a due diligent inquiry.

To avoid having a PA found incomplete by the Department due to insufficient information, the site history must be researched. The following are ways of obtaining information regarding site history: title searches; contacting the local and county health officials and municipal agencies (for example, local fire and police departments, and local planning, zoning, adjustment boards) requesting any information these public agencies may have on the specific location; and, interviewing long time neighbors of the industrial establishment. Tenants should always request information from the landlord. The applicant should always document any attempts to locate this information to support a claim that a diligent inquiry has been conducted. If the prior site history demonstrates that the current building was built on vacant unimproved property, it should be reported as such. If the site has been, or is now the subject of a site remediation, any prior cases should always be referenced.

Provide the page or appendix number where the site history may be found. Appendix A

Provide a listing of the resources utilized to compile the site history and as appropriate copies of any maps or information, which will assist the Department in evaluating your conclusions.

Name of Resource	Date of document reviewed	Appendix # if providing copies
Party Rental Ltd, letter dated 7/12/84	10/27/98	
North Green Associates letter dated 10/8/98	10/27/98	
1958 Sanborn Fire Insurance Map	10/27/98	A
1967 7.5 Minute USGS Topo Map, Weehawken, NJ	10/27/98	A
1955 7.5 Minute USGS Topo Map, Weehawken, NJ	10/27/98	A
1943 7.5 Minute USGS Topo Map, Weehawken, NJ	10/27/98	A
1935 7.5 Minute USGS Topo Map, Weehawken, NJ	10/27/98	A
Report of Title - North Jersey Title Services, Inc.	11/9/98	
Telephone conversation between GZA and Brighton Best Socket & Screw Mfg. Co., Inc. dated 11/17/98	11/17/98	

2B. Include a detailed description of the most recent operations subject to this preliminary assessment.

Provide the page or appendix # where the description of the most recent operations may be found.  
Appendix A, Item No. 2

3. Hazardous Substance/Waste Inventory: N.J.A.C. 7:26E-3.1(c)1.iii. List all raw materials, finished-products, formulations and hazardous substances, hazardous wastes, hazardous constituents and pollutants, including intermediates and by-products that are or were historically present on the site. Note: If past usage included farming, pesticides may be a concern and should be included in this list. (attach additional sheets if necessary).

Material Name	CAS # if known	Typical annual usage (gallons/lbs.)	Storage method (i.e. Drum, tank, jars)
Builder 300 - alkali (sodium hydroxide)	unknown	1265 gallons	55-gallon drum, plastic
Turbo Lifter - detergent	unknown	555 gallons	15-gallon drum, plastic
Aqua Con - conditioner	unknown	540 gallons	15-gallon drum, plastic
Hi Chlor - bleach (sodium hypochlorite)	unknown	600 gallons	15-gallon drum, plastic
Lusterfix - sour (fluorosilicic acid)	unknown	180 gallons	15-gallon drum, plastic
Stain Blaster pre-spotter (n-parafinic hydrocarbon, linear alcohol ethoxylate, monylphenol ethoxylate, isopropanol methylcyclohexane)	unknown	425 gallons	2.5 gallon package
turpentine	unknown	12 gallons	1-gallon metal container
cutting oils	unknown	55 gallons	steel drum
kerosene	unknown	12 gallons	1-gallon metal container

- 4 A. In accordance with N.J.A.C. 7:26E-3.1(c)1iv provide a summary of all current and historic wastewater discharges of **Sanitary and/or Industrial Waste** and/or sanitary sludges. Present and past production processes, including dates, and their respective water use shall be identified and evaluated, including ultimate and potential discharge and disposal points and how and where materials are or were received on-site. All discharge and disposal points shall be clearly depicted on a scaled site map.

Information required under this item is intended to identify potential discharges to any on-site disposal system, such as a septic system or lagoon or drywell. As an example, a facility that currently discharges sanitary and other wastes to the public sewer system, but maintained an on-site septic system prior to 1976, would complete this item as follows:

### EXAMPLE

Discharge Period		Discharge Type	Discharge Location
From	To		
1977	Present	Sanitary/Industrial	Public Treatment Works
1960	1977	Sanitary/industrial	On-site Septic System
1955	1960	Sanitary	On-site Septic System

### Site Information

Discharge Period		Discharge Type	Discharge Location
From	To		
1984	Present	sanitary/industrial	Public Treatment Works
1972 ?	1984	sanitary	Public Treatment Works
1951?	1972 ?	sanitary	Public Treatment Works

- 4B. Provide a narrative of disposal processes for all historic and current process waste streams and disposal points. (attach additional sheets if necessary)

See Appendix B

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5. This question requires the applicant to conduct a diligent inquiry into the current and historic operations at the site to identify all of the potential areas of concern, which formerly or currently exists at the industrial establishment as defined in N.J.A.C. 7:26E-1.8.

Diligent inquiry as defined in N.J.A.C.7:26E-1.8 states:

A. Conducting a diligent search of all documents which are reasonably likely to contain information related to the object of the inquiry, which documents are in such person's possession, custody or control, or in the possession, custody or control of any other person from whom the person conducting the search has a legal right to obtain such documents; and

B. Making reasonable inquiries of current and former employees and agents whose duties include or included any responsibility for hazardous substances, hazardous wastes, hazardous constituents, or pollutants, and any other current and former employees or agents who may have knowledge or documents relevant to the inquiry.

In accordance with N.J.A.C. 7:26E3.1(c)1.v., a narrative shall be provided for each area of environmental concern describing the (A) Type; (B) Age; (C) Dimensions of each container/area; (D) Chemical Content; (E) Volume; (F) Construction materials; (G) Location; (H) Integrity (i.e., tank test reports, description of drum storage pad); and (I) Inventory control records, unless a Department-approved leak detection system, pursuant to N.J.A.C. 7:1E or 7:14B, has always been in place and there is no discharge history. If sampling is not proposed for any identified area of environmental concern, please explain why it is believed that the area of environmental concern does not contain contaminants above the applicable remediation standards. Submit all necessary documentation to verify this belief. The required narrative need not describe the sampling to be completed; however, it should state that sampling will be completed in accordance with the appropriate section of N.J.A.C.7:26E. Detailed descriptions of all remediation activities shall be described in the site investigation report in accordance with N.J.A.C.7:26E-3.13. Note: If the industrial establishment has multiple locations for one type of area of concern (example: underground storage tanks are located in 3 separate areas of the facility), each area must be discussed separately.

Please indicate if any of the potential areas of environmental concern listed below in #5A through #5G, as defined in N.J.A.C. 7:26E-1.8, formerly or currently exist at the industrial establishment by indicating Yes or No in the appropriate space as provided.

For the Location Reference Keyed to Site Map, use either a number or letter identification and be consistent throughout each phase of the remediation, referring to the same identification provided herein.

Provide the required narrative as an appendix to this report. Do not try to provide a narrative in the space provided

I hereby certify that a diligent inquiry has been conducted to identify all current and historical potential areas of environmental concern and based on the diligent inquiry the areas of environmental concern identified below in question 5A through 5G are the only areas of environmental concern believed to exist at the above referenced industrial establishment.

**A. Bulk Storage Tanks and Appurtenances, including, without limitation :**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Aboveground Storage Tanks and Associated Piping	No		
Underground Storage tanks and Associated Piping	Yes	AOC-1	C
Silos	No		
Rail Cars	Yes	AOC-2	C
Loading and unloading areas	Yes	AOC-2	C
Piping, above ground and below ground pumping stations, sumps and pits	No		

**B. Storage and Staging Areas, including**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Storage pads including drum and/or waste storage	No		
Surface impoundments and lagoons	No		
Dumpsters	Yes	AOC-3	C
Chemical storage cabinets or closets	No		

**C. Drainage systems and areas including without limitation**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Floor drains, trenches and piping and sumps	No		
Process area sinks and piping which receive process waste	No		
Roof leaders when process operations vent to the roof	No		
Drainage swales & culverts	No		
Storm sewer collection systems	No		
Storm water detention ponds and fire ponds	No		
Surface water bodies	No		
Septic systems leachfields or seepage pits	No		
Drywells and sumps	No		

**D. Discharge and disposal areas, including, without limitation:**

<b>Area of Concern</b>	<b>Currently or Formerly Exists at the Site Yes/No</b>	<b>Location Referenced to the Site Map</b>	<b>Appendix Number</b>
Areas of discharge per N.J.A.C. 7:1E	Yes	AOC-1, AOC-2, AOC-3	C
Waste piles as defined by N.J.A.C 7:26	No		
Waste water collection systems including septic systems, seepage pits, & dry wells.	No		
Landfills or landfarms	No		
Sprayfields	No		
Incinerators	No		
Historic Fill or any other Fill material	No		
Open Pipe discharges	No		

**E. Other areas of concern, including, without limitation:**

<b>Area of Concern</b>	<b>Currently or Formerly Exists at the Site Yes/No</b>	<b>Location Referenced to the Site Map</b>	<b>Appendix Number</b>
Electrical Transformers & Capacitors	No		
Hazardous material storage or handling areas	No		
Waste Treatment areas	No		
Discolored or spill areas	No		
Open areas away from production areas	No		
Areas of stressed vegetation	No		
Underground piping including industrial process sewers	No		
Compressor vent discharges	No		
Non-contact cooling water discharges	No		
Areas which receive flood or storm water from potentially contaminated areas	No		
Active or Inactive production wells	No		

**F. Building interior areas with a potential for discharge to the environment, including, without limitation:**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Loading or Transfer areas	No		
Waste Treatment areas	No		
Boiler rooms	No		
Air vents and ducts	No		
Hazardous material storage or handling areas	No		

**G. Any other site-specific area of concern.**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
None			

- 6 If the site area exceeds two acres, an interpretation of the aerial photographic history of the site shall be submitted in accordance with N.J.A.C. 7:26E-3.1(c)1.vi. The interpretation shall be based on available current and historical color, black and white and infrared aerial photographs (scale 1:18,000 or less) of the site and surrounding area at a frequency that provides the evaluator with a historical perspective of site activities. The photographic history shall date back to 1932 or the earliest photograph available. Aerial photographs are available for review at the New Jersey Department of Environmental Protection, Tidelands Management Program, Aerial Photo Library, 9 Ewing Street, Trenton, New Jersey, (609) 633-7369. Note, the applicant is not required to provide the Department with copies of the aerial photographs reviewed only an interpretation of what was observed in each photograph, which may represent an environmental concern.

  X   Check here if an aerial photo review was not complete and provide a reason .

An aerial photographic review was not performed because the Site area is less than 2 acres in size.

Provide the appendix number for the air photo review narratives not applicable

7. Discharge History of Hazardous Substances and Wastes, N.J.A.C. 7:26E-3.1(c)1.vii :

A. Have there been any known discharges of hazardous substances and wastes at the site?

   No (Goto question #8)        X   Yes (Complete Items 7B & 7C)

B. Was the Department notified of the discharge?

   Yes;   X   No

If yes, provide the Case #                                 

C. Was a no-further-action letter, negative-declaration approval or full-compliance letter issued as a result of the cleanup of this discharge?



\_\_\_\_\_ Yes (Submit a copy of the no-further-action approval )

  X   No (Submit a complete Site Investigation or Remedial Action Report documenting the action taken to address the discharge)

- 8 In accordance with N.J.A.C.7:26E-3.1 (c) 1.vii, provide a description of any remediation activities previously conducted or currently underway at the site, including dates of discharges, remedial actions taken, and all existing sample results concerning contaminants which remain at the site. Copies of Department or other governmental agency no-further-action approvals should also be provided with a description of the areas to which the no-further-action approvals apply. This information is especially important if the approval was granted for the remediation of a portion of a site or a specific discharge event rather than the entire site subject to this preliminary assessment.

\_\_\_\_\_ Check here if this question does not apply.

Provide the appendix number for the required narrative and data summary   Appendix D  

9. Protectiveness of past remedies, Order of Magnitude Analysis, N.J.A.C. 7:26E-3.1(c) 1.ix & N.J.A.C. 7:26E, 3.2(a)5

A. Have any areas of concern previously received a No-Further-Action approval from the Department or other equivalent government agency for which no additional remediation is proposed?   X   No ( go to question #10). \_\_\_\_\_ Yes ( complete 9B).

B. In accordance with N.J.S.A 58:10B-13(e) the following evaluation of the protectiveness of past remedies shall be completed for all areas of concern for which no further action was previously approved by the Department or other equivalent government agency and for which no additional remediation is proposed. All final sampling results shall be evaluated to determine if contaminant levels remaining on site are in compliance with current remediation criteria. The applicant shall complete the following :

Include a table comparing the levels of contaminants remaining in each area of concern, the numerical remediation standard approved in the remedial action workplan or at the time of no-further-action approval and the numerical remediation standards applicable at the time of the comparison. The table shall contain all sampling results, including sample location, sample media, field and laboratory identification numbers, and method detection limits, as necessary, and analytical results for all individual contaminants for each area of concern.

**I hereby certify that the order of magnitude analysis required pursuant to N.J.A.C. 7:26E has been completed, since the issuance of a No-Further-Action approval, negative declaration approval or equivalent remediation approval; and (Check the appropriate statements (1), (2), (3) or (4))**

(1) \_\_\_\_\_ The areas of concern listed below contain contaminants above the numerical remediation standard applicable at the time of the comparison, however no further action is required because: (check the appropriate sub statement)

\_\_\_\_\_ (a) The contaminant concentrations remaining in the areas of concern listed below are less than an order of magnitude (factor of 10) greater than the numerical remediation standard applicable at the time of the comparison;

\_\_\_\_\_ (b) The areas of concern or the site was remediated using engineering and institutional controls approved by the Department and these controls are still protective of public health, safety and the environment; or

\_\_\_\_\_ (c) The area of concern or the site was remediated to an approved site specific remediation standard and all of the factors and assumptions which are the basis for deriving the site specific remediation standard remain valid for the site.

Please list the areas of concern for which the previous statement applies.

Area of Concern	Location Reference Keyed to the Site Map

(2) \_\_\_\_ The areas of concern listed below contain contaminants above the numerical remediation standard applicable at the time of the comparison and further remediation is required because:  
(check the appropriate sub statement)

\_\_\_\_ (a) The contaminant concentrations remaining in the areas of concern listed below are more than an order of magnitude (factor of 10) greater than the numerical remediation standard applicable at the time of the comparison;

\_\_\_\_ (b) The areas of concern or the site was remediated using engineering and institutional controls approved by the Department and these controls are no longer protective of public health, safety and the environment; or

\_\_\_\_ (c) The area of concern or the site was remediated to an approved site specific remediation standard and some or all of the factors and assumptions which are the basis for deriving the site specific remediation standard are no longer valid;

Please list the areas of concern for which the previous statement applies.

Area of Concern	Location Reference Keyed to the Site Map

(3) \_\_\_\_ The areas of concern listed below do not contain contaminants above the numerical remediation standard applicable at the time of the comparison and no further remediation is required.

Please list the areas of concern for which the previous statement applies.

Area of Concern	Location Reference Keyed to the Site Map

(4). The contaminant concentrations remaining in the below listed areas of concern are more than an order of magnitude greater than the numerical remediation standard applicable at the time of the comparison. However, no further remediation is required by the person conducting this preliminary assessment, because, in accordance with N.J.S.A. 58:10B13(e), that person is not liable for the contamination pursuant to N.J.S.A. 58:10-23.11g

Please list the areas of concern for which the previous statement applies.

Area of Concern	Location Reference Keyed to the Site Map

Historical Data on environmental quality at the Industrial Establishment

A. Have any previous sampling results documenting environmental quality of the Industrial Establishment not received a no further action approval from the Department or been denied approval by the Department? (N.J.A.C. 7:26E-3.1(c)1.viii)

Yes (See Attachment # ) ☒ No (Go to 11)

B. Have there been any known changes in site conditions or new information developed since completion of previous sampling or remediation? If sampling results were obtained, but are not part of this application, please explain below (N.J.A.C. 7:26E-3.1(xi)):

Yes: About the early to mid-1980's a second UST was installed in the same location as the first UST (referenced in Appendix D). This second UST was subsequently removed in 1996 when it was determined to be leaking as evidenced by pinholes in the UST and an oily-sheen on groundwater that filled the excavation. The impacted groundwater in the excavation was vacuumed and disposed of at an off-Site location. A third UST was installed in 1996 in this same location and is currently in use at the Site. Information gathered to date indicates no personnel are review their files to determine if any sampling was performed in conjunction with removal of the first UST in the early to mid-1980's.

List all federal, state and local environmental permits at this facility, including permits for all previous and current owners or operators, applied for, received, or both (Attach additional sheets if necessary).

Check here if no permits are involved \_\_\_\_\_

A. New Jersey Air Pollution Control

Permit Number	Expiration Date	Type of Permitted Unit
not applicable		

B. Underground Storage Tank Registration Number not applicable

Size of Tank (Gallons)	Tank Contents
1000	No. 2 oil (heating purposes, non-regulated)

C. New Jersey Pollutant Discharge Elimination System (NJPDES) Permit

Permit Number	Discharge Type	Discharge Location Keyed to Site map	Expiration Date
not applicable			

D. Resource Conservation and Recovery Act (RCRA) permit # ? Party Rental is in the process of locating this information.

E. EPA Identification Number NJD075429241 (Party Rental Ltd)

F. In accordance with N.J.A.C. 7:26E-3.1(c) xii, list all other federal, state, local government environmental permits for all previous and current owners or operators applied for and/or received for the site including :

- (1) Name and address of the permitting agency
- (2) The reason for the permit
- (3) The permit identification number
- (4) The application date
- (5) The date of approval, denial or status of the application
- (6) The name and current address of the permittees
- (7) The reason for the denial, revocation or suspension if applicable
- (8) The permit expiration date

\_\_\_\_\_ Check here if no other environmental permits were applied for or received for this site.

Provide the appendix # for the required listing if other environmental permits exist for this site Appendix E.

12. In accordance with N.J.A.C. 7:26E-3.1(c)xiii, provide a summary of enforcement actions (including but not limited to, Notice of Violations, Court Orders, official notices or directives) for violations of environmental laws or regulations (attach additional sheets if necessary):

A. Check here if no enforcement actions are involved \_\_\_\_\_ (Go to 13 otherwise complete 12B)

B. (1) Name and address of agency that initiated the enforcement action

Bergen County Construction Board of Appeals

Hackensack Administrative Building - State Street

Hackensack, New Jersey 07601

(2) Date of the enforcement action 7/14/98

(3) Section of statute, rule or permit allegedly violated N.J.A.C. 5:23-2.31(b)1.iii and N.J.A.C.

7:14B-1 through 15

(4) Type of enforcement Administrative with pending fines

(5) Description of the violation Failure to submit tank closure report, DEP Permit or test results. Failure to complete demolition or closure of tank.

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(6) How was the violation resolved? The tank was not a regulated UST. The violation was suspended according to personnel at the Borough of Teterboro Construction Code Office. The contractor who removed the UST from the property (not from the ground) submitted appropriate paperwork to document disposal of the tank and manifest of tank contents. No fines were paid.

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13. In accordance with N.J.A.C. 7:26E-3.1(c) xiv, please provide a narrative description of all areas where non-indigenous fill materials were used to replace soil or raise the topographic elevation of the site, including the dates of emplacement. **See Appendix F.**
14. A. In accordance with N.J.A.C. 7:26E-3.2(a) 3.i, submit a scaled site plan, detailing the subject lot and block, property and or leasehold boundaries, location of current and former buildings, fill areas, paved and unpaved areas, vegetated areas, and all areas of concern identified above and all active or inactive wells. **See Figure 1.**
- B. Scaled historical site maps and facility as built drawings (if available).
- A. A copy of the United States Geologic Survey (USGS) 7.5 minute topographical quadrangle that includes the site and an area of at least one mile radius around the site. The facility location shall be clearly noted. If a portion of the USGS quadrangle is used, the scale, north arrow, contour interval, longitude and latitude with the name and date of the USGS quadrangle shall be noted on the map. **See Figure 2.**
15. In accordance with N.J.A.C. 7:26E-3.2, please provide the date that the site visit was completed to verify the findings of the preliminary assessment. July 30 and November 23, 1998

16. List any other information you are submitting or which has been formerly requested by the Department:

Description	Appendix #
None	

**CERTIFICATION:**

The following certification shall be signed by the highest-ranking individual at the site with overall responsibility for that site or activity. Where there is no individual at the site with overall responsibility for that site or activity, this certification shall be signed by the individual having responsibility for the overall operation of the site or activity.

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attached documents, and based on my inquiry of those individuals immediately responsible for obtaining the information, to the best of my knowledge the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information, and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am also aware that if I knowingly direct or authorize the violation of any statute, I am personally liable for the penalties.

Typed/Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sworn to and Subscribed Before Me on this \_\_\_\_\_

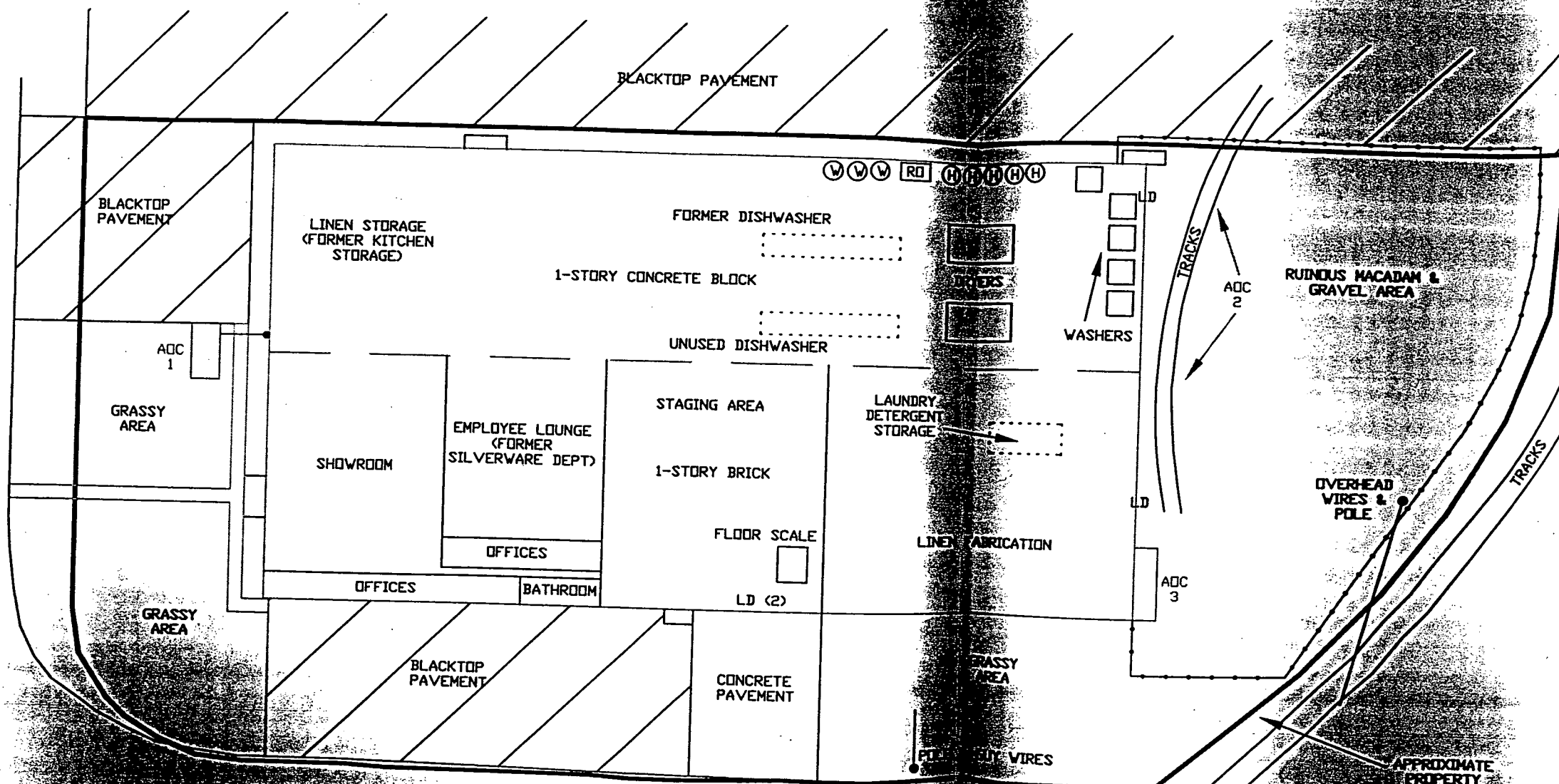
Date of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Notary

**GA**



NORTH STREET



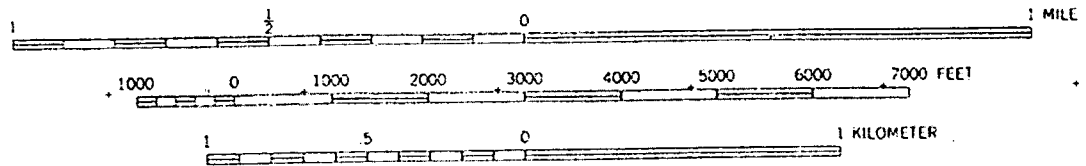
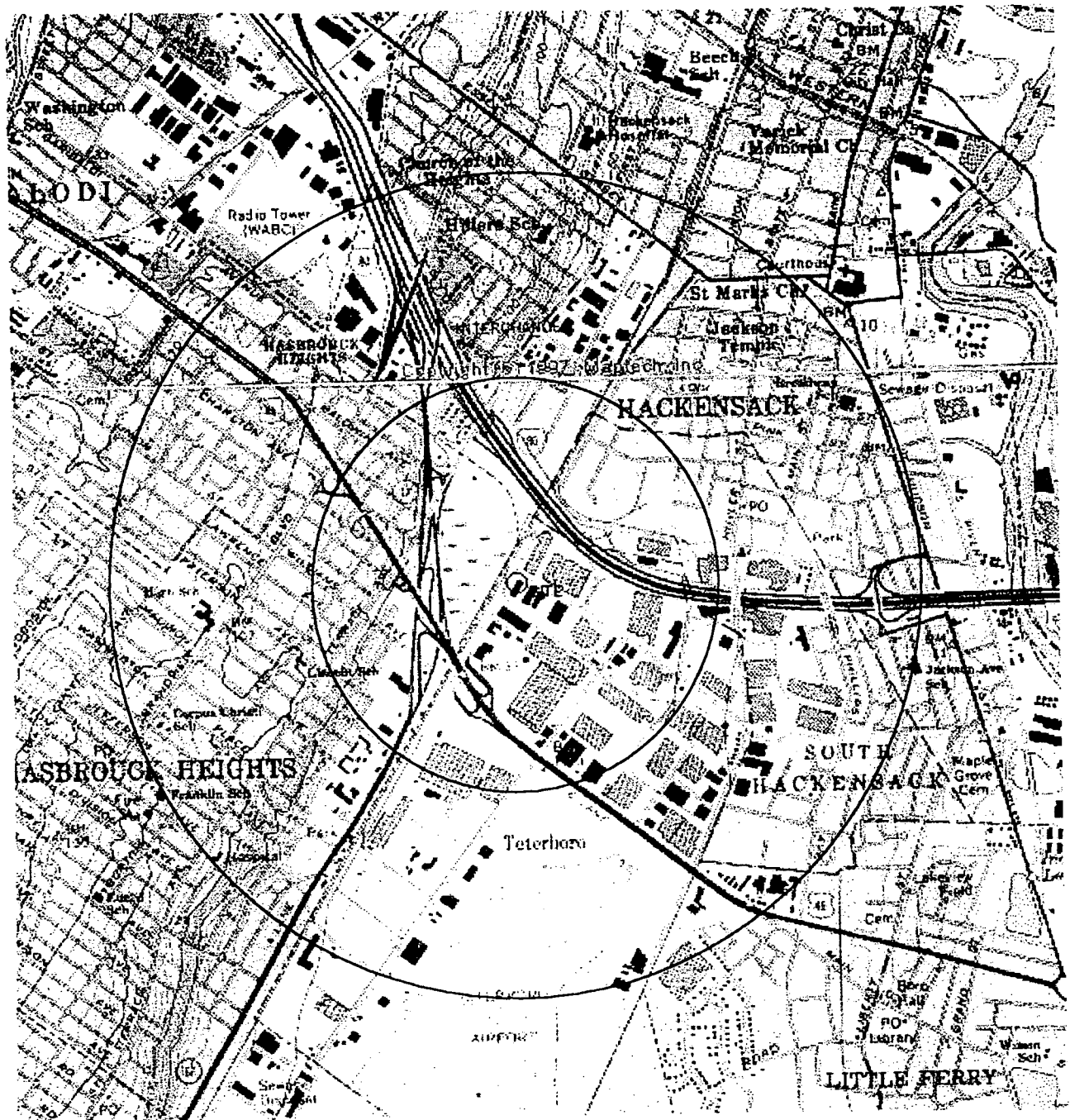
TAX IDENTIFICATION  
BLOCK 303  
LOT 8  
1.4162 ACRES

NOTE: INTERIOR LAYOUT OF BUILDING IS  
APPROXIMATE BASED ON VISUAL OBSERVATIONS.


- LEGEND:
- ADC 1 - FORMER 1000-GALLON #2 HEATING OIL UST & ASSOCIATED PIPING
  - ADC 2 - TRACKS ASSOCIATED WITH RAILCAR LOADING/UNLOADING
  - ADC 3 - SOLID WASTE DUMPSTERS
  - LD - LOADING DOOR
  - FENCELINE
  - (H) - GAS-FIRED HOT-WATER HEATER
  - (V) - WATER STORAGE TANKS
  - (RD) - REVERSE OSMOSIS UNIT



REV. NO.	DESCRIPTION	BY	DATE
	PROJECT MGR: EK DESIGNED BY: PT REVIEWED BY: EK	MR	11/18/98
<p>Base map was developed from a drawing entitled "Location Survey on Property Located at 400 North Street, Teterboro, Bergen County, New Jersey" dated August 8, 1995, performed by Paul J. Trout.</p> <p>Original scale 1"=30'.</p>			
<p>NORTH GREEN ENTERPRISES 400 NORTH STREET TETERBORO, NEW JERSEY</p>		<p>SCALE: 1" = 35' 0' 17.5' 35'</p>	
<p>PROJECT NO. 75185</p>		<p>FIGURE NO. Figure 1</p>	
<p>GZA GeoEnvironmental, Inc. 65 Wilburton Blvd., Wayne, New Jersey 07470</p>			



CONTOUR INTERVAL 20 FEET  
DATUM IS MEAN SEA LEVEL

PROJECT NO. 75185	FIGURE NO. FIGURE 2	NORTH GREEN ENTERPRISES 400 NORTH STREET TETERBORD, NEW JERSEY	REV. NO.	DESCRIPTION	BY	DATE
		SITE LOCUS PLAN	REFERENCE: USGS 7.5' QUADRANGLE WEEHAWKEN, NJ (1967) and HACKENSACK, NJ (1955), PHOTOREVISED 1981		PROJECT MGR: EK    DRAWN BY: DESIGNED BY: REVIEWED BY:    DATE: 11/18/	
			 GZA GeoEnvironmental, Inc. 65 Willowbrook Blvd., Wayne, New Jersey 0			



**APPENDIX A**  
**SITE HISTORY**

**1. December 1984 to Present:**

Party Rental Ltd. occupies the premises. They are a rentor of party supplies and use the premises for offices, warehousing, and the fabricating and laundering of rental table linen. Washing of dishes and tableware used to be performed at this location, but is now done at another building location off-Site.

Reference: 7/12/84 Party Rental Ltd. letter applying for a certificate of occupancy from the Borough of Teterboro; and email correspondence with Kathleen Browning of Party Rental Ltd. on November 18, 1998.

**2. About 1973 to December 1984:**

Premises were occupied by Brighton Best Socket & Screw Manufacturing Co., Inc. (Brighton). The company warehoused machined products such as sockets, bolts and screws. As a service to clients and on an as-needed-basis, light-machining of screws or bolts was required. Cutting oils were used only when needed as part of the machining process. All metal filing wastes were sold off as scrap metal. Cleaning of hand or machining tools was performed with turpentine or kerosene. Reportedly, all oil-type waste materials such as uniforms or oily rags were removed by a uniform service company. Waste amounts were considered to "not have been significant". Reportedly, all records which may have existed regarding removal methods of any waste oil material no longer exist.

Reference: 10/8/98 letter from Jim Conway (North Green Associates) to David B. Bole, Esq. of Winne, Dooley & Bole; and 11/17/98 telephone conversation between Edmund Knyfd of GZA GeoEnvironmental, Inc. and Mr. Perry Rosenstein-President of Brighton Best Socket & Screw Manufacturing Co., Inc.

**3. 1958:**

The property is occupied by an unnamed abrasives warehouse. The building on Site is noted as having been constructed in 1951 of steel framework, concrete slab floor, concrete slab roof and 12-inch cinderblock brick-faced walls. The building is divided into warehouse and office areas. A heater room is located in the corner of the office area. The building is serviced by automatic sprinklers throughout. An 8-inch diameter water pipe runs down North Avenue. No tanks or vessels are noted on the property. A railroad spur is present at the rear (southwest side) of the building.

Reference: 1958 Sanborn Fire Insurance Map, Sheet No. 55 for Teterboro, NJ.

4. 1955:

A building is present on Site.

Reference: Historical Topo, 1955 USGS 7.5 Minute Topographic Quadrangle, Weehawken, NJ.

5. 1943 and 1935:

The Site property and adjoining properties are undeveloped land in 1943 and 1935.

Reference: Historical Topos, 1943 and 1935 USGS 7.5 Minute Topographic Quadrangles, Weehawken, NJ.



**APPENDIX B**  
**HISTORIC AND CURRENT**  
**PROCESS WASTE STREAMS**

**1. December 1984 to Present:**

Party Rental Ltd. occupies the premises. Expected solid waste streams would result from general office and warehouse activities. Process waste streams include sanitary waste from bathrooms, kitchens, and wastewater discharges from laundering of table linens. According to Party Rental Ltd. personnel, they possess an industrial wastewater discharge permit allowing them to discharge from 10,000 to 25,000 gallons per day of industrial wastewater from laundering activities into the sanitary sewer. Party Rental Ltd. self-monitors the discharges once-a-year in the month of February. Their permit is valid from 9/1/98 through 8/31/99. See Appendix E for more information.

The general office and warehouse wastes are removed from the Site by a private contractor. All the process wastes are expected to discharge into sanitary sewers for treatment at the public treatment works.

**2. Prior to 1984:**

Brighton Best Socket & Screw Manufacturing Co., Inc. (Brighton) occupied the premises for approximately 10 to 12 years prior to December of 1984. Based on the description of their business operations (see Appendix A, Item No. 2), GZA expects that their solid waste stream might have consisted of general office and warehouse waste. Their process waste stream would have been essentially non-existent because metal filing wastes were sold off as scrap metal, cutting oil was continuously recycled by the machining tools, cleaning solvent/degreasers were left in open containers to evaporate and oily rags/uniforms were removed/replaced by a contract uniform service. Reportedly, records that might have been associated with the handling, use, and disposal of any solid and process wastes no longer exist.

**3. Circa 1958:**

An unnamed abrasives warehouse company occupied the premises. The length of time they occupied the premises, details of their operations, process and solid waste streams, hazardous substances use/handling, and disposal practices are not known.

Reference: See Appendix A, Item No. 3.

4. **Circa 1951:**

Historical information indicates the Site was first developed in 1951 with construction of the existing building on Site (See Appendix A, Item No. 3). The first occupant of the building is believed to have been the abrasives company described in No. 3 above.



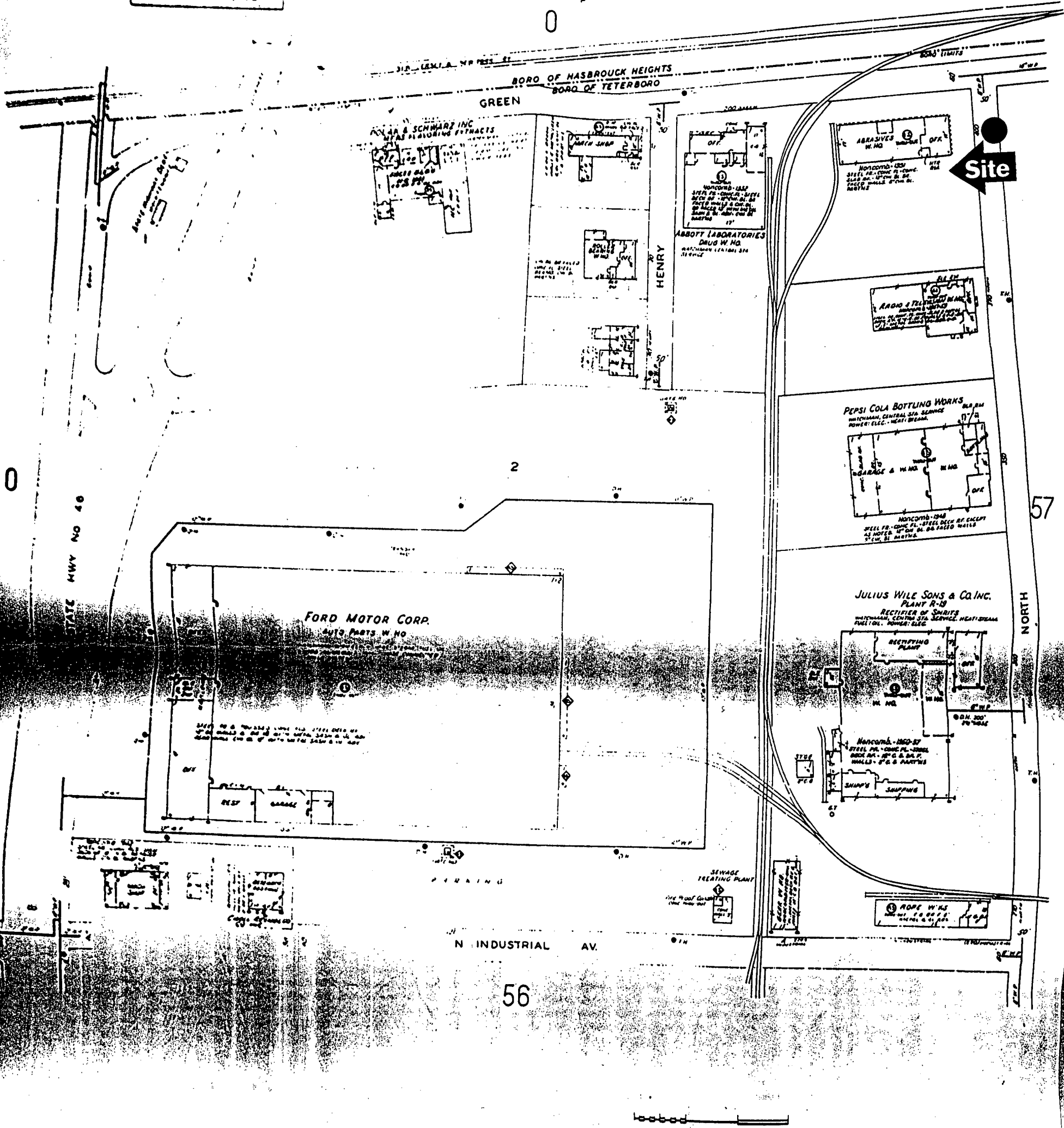
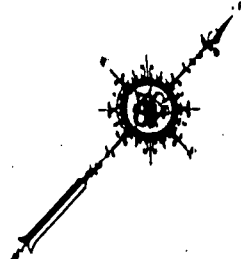
55

TETERBORO

DEC 1963

YELLOW COLOR IS OMITTED IN DESIGNATING FRAM  
AND VENERED RESIDENTIAL BUILDINGS IN KEEPING  
WITH CURRENT MAPPING PRACTICE

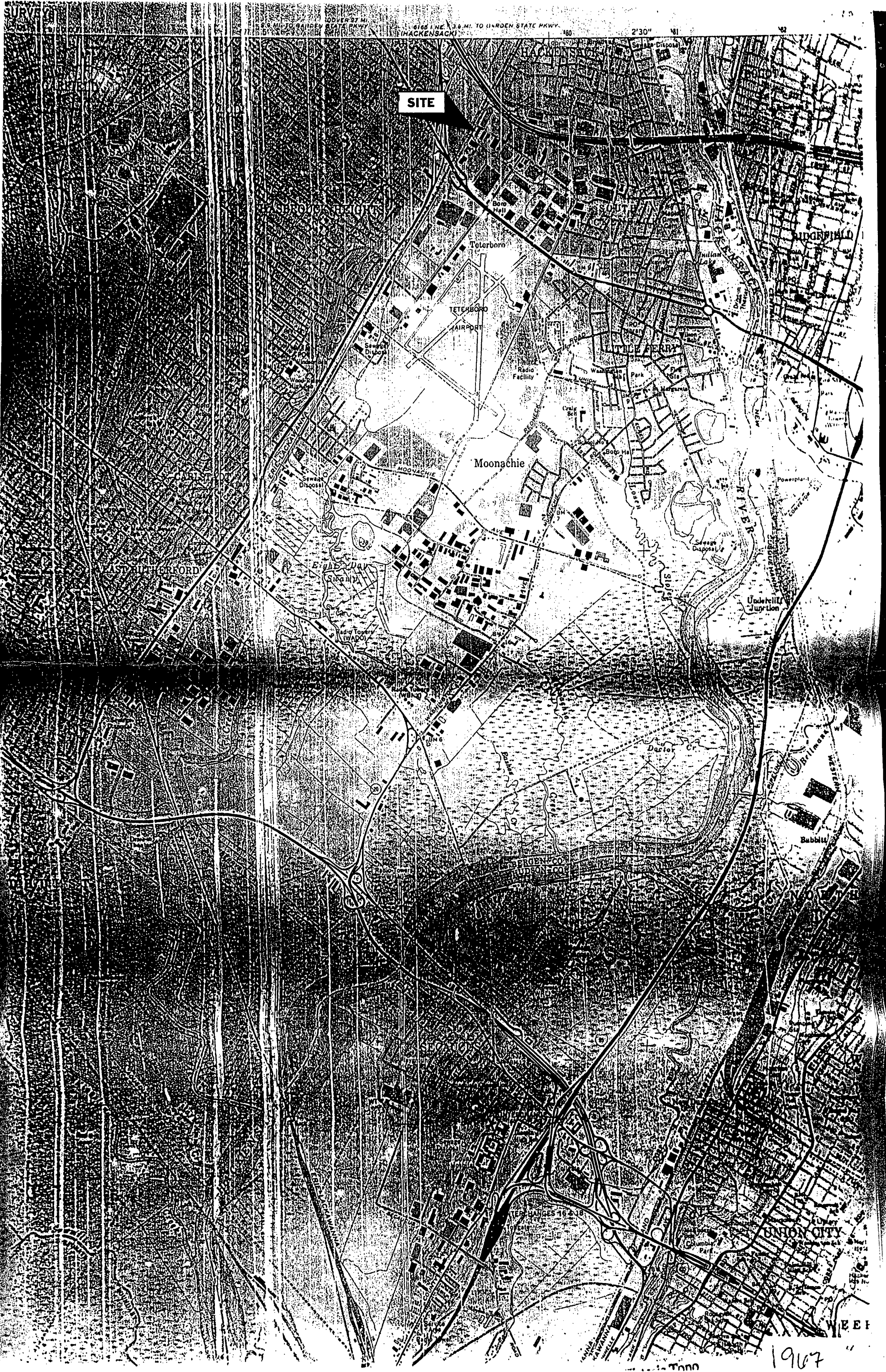
THE SHEET  
NOT REVISED SINCE 7/63



Environmental Risk Information & Imaging Services  
505 HUNTMAR PARK DRIVE, SUITE 200 • HERNDON, VA 20170 • 703-834-0600 • 1-800-989-0403 • FAX 703-834-0606



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SITE

1967

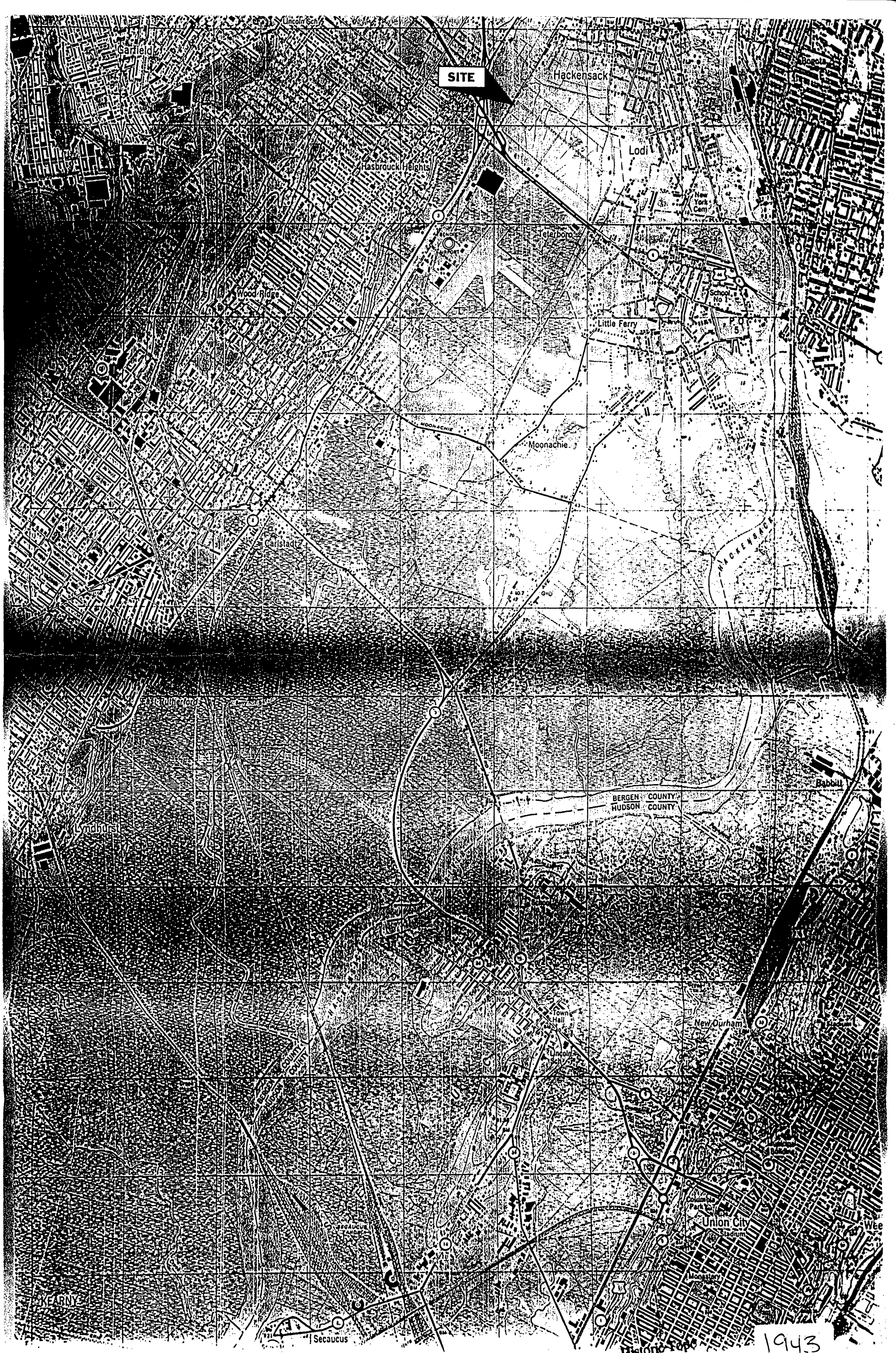




SITE

1955





SITE

Hackensack

Lodi

New York City

Little Ferry

Moonachie

Carlstadt

BERGEN COUNTY  
HUDSON COUNTY

New Durham

Union City

Secaucus

1943





**GZA**

**APPENDIX C**  
**QUESTION No. 5**  
**POTENTIAL AREAS OF CONCERN (AOCs)**

**1. AOC No. 1**

Type: Underground Storage Tank and associated piping  
Age: Approximately 2 ½ years  
Dimensions: unknown  
Chemical Content: No. 2 oil (heating)  
Volume: 550 gallons  
Construction Material: Steel, STI-P3  
Location: North side of building adjacent to parking lot and between  
the sidewalk and shrubbery.  
Integrity: unknown  
Inventory Control: unknown

In March of 1996 a 1000-gallon, steel, No. 2 heating oil UST was removed from the Site. Mr. Joe Clarke, the local Fire Inspector, observed numerous pinholes in the tank and sheens on water that filled the tank grave (water table estimated to be about 4 ½ feet below grade). The UST was not anchored in the tank grave. The removal contractor vacuumed 884 gallons of liquids from the UST and vacuumed the sheen-impacted groundwater from the tank grave. Mr. Clarke's field observations suggest that the UST leaked; however the NJDEP hotline was not called. According to Party Rental Ltd. personnel, soil and groundwater sampling was not performed in conjunction with the UST removal.

Mr. Clarke indicated that another previous UST was removed from this same location and also found to be leaking. Petroleum contaminated soil was excavated, placed on grassy areas on Site, then later manifested off Site for disposal (possibly in Michigan). Party Rental Ltd. personnel indicated that this UST was removed in the early to mid-1980's.

In GZA's proposed Site Investigation, soil sampling and analytical testing will be performed in accordance with N.J.A.C. 7:26E Technical Requirements for Site Remediation (TRSR). The installation of monitoring wells, groundwater sampling, and analytical testing may also be required in accordance with the TRSR.

**2. AOC No. 2**

Type: Rail Cars  
Age: Approximately 43 years (since at least 1955)  
Dimensions: Estimate 10-foot wide swath along rail spur  
Chemical Content: unknown

Volume: unknown  
Construction Material: unknown  
Location: Along back (southwestern) side of site building  
Integrity: unknown  
Inventory Control: unknown

The rail spur was probably used to load/unload raw material and/or finished products for various occupants. GZA proposes soil sampling in this area for a wide range of analytical parameters in accordance with the TRSR based on known operations of past and present Site owners/operators.

**3. AOC No. 3**

Type: Dumpsters  
Age: Estimate 24 years (since at least Brighton Best has occupied the Site).  
Dimensions: unknown  
Chemical Content: None (assume only solid waste)  
Volume: Estimate 5 or 10 cubic yard size  
Construction Material: Steel  
Location: Assume along the rear of the building  
Integrity: unknown  
Inventory Control: Not applicable

During GZA's reconnaissance of the Site, no staining or discolored soils were observed in this area. Therefore, GZA is not proposing any environmental sampling at this time.





**APPENDIX D**  
**QUESTION No. 8**  
**DESCRIPTION OF PRIOR REMEDIAL ACTIVITIES**

According to Mr. Joe Clarke, Fire Inspector for the Borough of Teterboro, a leaking No.2 heating oil UST was removed from the Site. Contaminated soil was excavated, staged on a grassy area on Site, then later manifested off Site for disposal in Michigan. Mr. Clarke indicated he does not have documentation to support the following:

- Manifest for UST disposal
- Name of the UST removal contractor (although it is believed that Party Rental Ltd. personnel performed the UST removal)
- Name of the soil transporter/disposal contractor
- Name of the facility accepting contaminated soil
- Manifests for soil disposal
- Records of sampling performed and analytical results (Party Rental Ltd personnel indicated that no sampling was performed)
- Records indicating whether or not the NJDEP hotline was called



**APPENDIX E**  
**QUESTION No. 11**  
**OTHER ENVIRONMENTAL PERMIT INFORMATION**

1. Permitting Agency: **Bergen County Utilities Authority - Compliance Department, Merhoff Road, Little Ferry, NJ.**
2. Reason for the Permit: **Discharge process wastewater from dishwashing and laundry operations into the Bergen County Utilities Authority Little Ferry Treatment Plant, via the Borough of Teterboro sanitary sewer collection system.**
3. Permit Identification No.: **98-0338**
4. Issuance Date: **9/1/98**
5. Effective Date: **9/1/98**
6. Permittees current name and address: **Party Rental Ltd., 400 North Street, Teterboro, NJ 07608**
7. Expiration Date: **8/31/99**

**On a yearly basis, in the month of February, Party Rental Ltd. self monitors by collecting a sample of the wastewater discharge and sending it to General Testing Corporation for pH, biochemical oxygen demand (BOD), and total oil and grease (O&G) analyses. The permit limits are as follows:**

**pH: 5.5-9.5 Daily Range**

**O&G: <200 mg/l daily maximum**

**BOD: <350 mg/l**

**Suspended Solids: <350 mg/l**



**APPENDIX F**  
**QUESTION No. 13**  
**NON-INDEGENOUS FILL MATERIAL**

GZA has not found information to indicate that non-indigenous fill material was used to raise Site elevations for Site development. The proposed Site Investigation work (soil borings) will generate Site-specific information as to the presence or absence of non-indigenous fill material on the Site. A review of historic topographic maps indicates that prior to Site development, the property may have been swamp/meadow type land. In this case, some fill was probably brought on Site to make it suitable for development.



**APPENDIX G**  
**PROPOSED SITE INVESTIGATION (SI) WORKPLAN**

GZA's preliminary assessment report (PAR) has identified AOC-1 and AOC-2 (as described in Appendix C) as requiring subsurface investigation. In accordance with ISRA and the TRSR, GZA proposes the following Scope of Work (SOW) to address these AOCs.

<u>Area of Concern</u>	<u>Investigation Methods</u>	<u>Analytical Protocol</u>
AOC-1	4 soil borings to @ 10 feet (one per side of the UST)	1 sample/boring to be analyzed for TPHCs. 1 sample to be selected for VO+10 analysis based on TPHC results
AOC-2	2 soil borings to @ 10 feet	1 sample/boring to be analyzed for TPHCs, VO+10, PCBs, BN+15 and PP Metals

Groundwater sampling may be required at AOC-1 based on the history and field observations associated with the UST removals at this AOC.



**ENVIRONMENTAL CONCERNS  
AT  
200 NORTH STREET**

**(Based on inquiries and site reconnaissance visit, GZA has confirmed the Areas of Concerns (AOCs) listed in the Preliminary Assessment Report)**



# MATRIX Engineering, Inc.

170 Highway 35, Red Bank, NJ 07701

Phone: (732) 747-9111

Fax: (732) 741-5553

October 30, 1998

Robert A. Potdevin  
Potdevin Machine Co.  
200 North Street  
Teterboro, New Jersey 07608

Dear Bob:

Attached is the Preliminary Assessment Report (PAR) for your site. Please review and if acceptable, date the first sheet and sign and notarize the certification sheet. Please note that the forms represent that the air emission permit application has been submitted and that Party Rentals has also applied for renewal of their certificate to operate. You should verify that this is true.

One copy of the PAR should be submitted to the NJDEP along with the required fee of \$250.00 issued to the "Treasurer - State of New Jersey".

Yesterday, I faxed a proposed schedule for completing field sampling to support the ISRA application. Please advise as soon as possible how you want to proceed.

If you have any questions, please call at your convenience.

Very truly yours,

J. David Calvert, PE, CSP

**Division of Responsible Party Site Remediation  
Industrial Site Recovery Act**

**INITIAL NOTICE FEE SUBMITTAL FORM**

Case # (if known) 98313

Case Name (Active Case) Potdevin Machine Company

Check drawn from the account of \_\_\_\_\_ Check/M.O. # \_\_\_\_\_

Amount Enclosed \$250.00

Please circle the appropriate payment location(s)

1.	General Information Notice	\$100.00
2.	Preliminary Assessment Report	\$250.00
3.	Site Investigation Report	\$500.00
4.	Negative Declaration Review	\$100.00
5.	Expedited Review Application.	\$250.00
6.	Remediation in Progress Waiver Application.	\$250.00
7.	Regulated Underground Storage Tank Waiver Application.	\$500.00
8.	Area of Concern Waiver Application.	\$200.00
9.	Limited Site Review Application.	\$450.00
10.	Applicability Determination Application	\$200.00
11.	De minimis Quantity Exemption Application	\$200.00
12.	Limited Conveyance Application.	\$500.00
13.	Remediation Agreement Application	\$1000.00
	Remediation Agreement Amendment Application	\$500.00
14.	Confidentiality Claim	\$250.00
15.	Remedial Action Workplan Deferral Application.	\$750.00

- This fee includes the costs of the Department's review of the General Information Notice required pursuant to N.J.A.C. 7:26B-3.2(a). Any person submitting this fee shall not be required to submit a separate General Information Notice fee.

**Note:** All applicable fees are due with the submission of each document. A case will remain with the Initial Notice Section up through the submission of a Remedial Investigation Report or the submission of a schedule to implement a Remedial Investigation or Remedial Action at Peril.

4/98

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF RESPONSIBLE PARTY SITE REMEDIATION  
 P.O. Box 435, TRENTON, NJ 08625-0435

PRELIMINARY ASSESSMENT REPORT

Answer all questions. Should you encounter any problems in completing this form, we recommend that you discuss the matter with a representative from the Site Remediation Program. Submitting incorrect or insufficient data may cause processing delays and possible postponement of your transaction

PLEASE PRINT OR TYPE

Date: \_\_\_\_\_

Industrial Establishment/Site Name POTDEVIN MACHINE CO.

Address 200 NORTH STREET

City or Town TETERBORO Zip Code 07608

Municipality \_\_\_\_\_ County BERGEN

Block (s) 307 Lots (s) 9

Site Remediation Program Case Number or EPA Identification Number 97-09-02-1247-24

1. Present a history of ownership and operations at the industrial establishment, in tabular form, from the time the site was naturally vegetated or utilized as farmland in accordance with N.J.A.C. 7:26E-3.1(c)1.i. (attach additional sheets as necessary)

Name of Property Owner	From	To
BETWEEN LAND CO.	1932	1950
TOP NOTCH REALTY	1950	1984
RC REALTY	1984	PRESENT

Name of Operator	From	To
GOLFCOURSE	BEFORE 1932	C. 1950
SITE UNDER DEVELOPMENT	C. 1950	C. 1952
POTDEVIN MACHINE CO.	C. 1952	PRESENT
BENDIX	C. 1952	C. 1962
REYNOLDS OFFSET PRINTING	C. 1962	C. 1971

SEE CONTINUATION IN APPENDIX 1

- 2A. In accordance with N.J.A.C. 7:26E-3.1(c)1.ii, provide a clear and concise description of the past industrial/commercial operation(s) conducted on site by each owner and operator. To the extent available the site history shall include an evaluation of the following sources of information:

(1) Sanborn Fire Insurance Maps; (2) MacRae's Industrial Directory; (3) Title and Deed; (4) Site plans and facility as-built drawings; (5) federal, state, county and local government files; (6) The Department Geographic Information System. (7) and any additional sources which may be available for a specific site.

Site history is frequently an item where preliminary assessments are incomplete. The Industrial Site Recovery Act requires that a diligent inquiry be made, researching the site history back to January 1, 1932. Common answers to this question have included: "Unknown", or "We are only a tenant on the site and have no knowledge of prior site history". Neither of these answers satisfies the requirement for a due diligent inquiry.

To avoid having a PA found incomplete by the Department due to insufficient information, the site history must be researched. The following are ways of obtaining information regarding site history: title searches; contacting the local and county health officials and municipal agencies (for example, local fire and police departments, and local planning, zoning, adjustment boards) requesting any information these public agencies may have on the specific location; and, interviewing long time neighbors of the industrial establishment. Tenants should always request information from the landlord. The applicant should always document any attempts to locate this information to support a claim that a diligent inquiry has been conducted. If the prior site history demonstrates that the current building was built on vacant unimproved property, it should be reported as such. If the site has been, or is now the subject of a site remediation, any prior cases should always be referenced.

Provide the page or appendix number where the site history may be found. APP. 1, PAGE 1

Provide a listing of the resources utilized to compile the site history and as appropriate copies of any maps or information, which will assist the Department in evaluating your conclusions.

Name of Resource	Date of document reviewed	Appendix # if providing copies
AERIAL PHOTOS; TIDELANDS MGMT PROGRAM LIBRARY	1932, 40, 51, 53, 61,	
	72, 74, 78, 87.	
TETERBORO CONSTRUCTION CODE OFFICE	1977-1998	
PROPERTY CUBOUND SURVEY, BOSWELL ENGINEERING	12-26-79	

- 2B. Include a detailed description of the most recent operations subject to this preliminary assessment

Provide the page or appendix # where the description of the most recent operations may be found. APPENDIX 1

3. Hazardous Substance/Waste Inventory: N.J.A.C. 7:26E-3.1(c)1.iii. List all raw materials, finished-products, formulations and hazardous substances, hazardous wastes, hazardous constituents and pollutants, including intermediates and by-products that are or were historically present on the site. Note: If past usage included farming, pesticides may be a concern and should be included in this list. (attach additional sheets if necessary).

Material Name	CAS # if known	Typical annual usage (gallons/lbs.)	Storage method (i.e. Drum, tank, jars)
See List in Appendix 4			

- 4 A. In accordance with N.J.A.C. 7:26E-3.1(c)1iv provide a summary of all current and historic wastewater discharges of Sanitary and/or Industrial Waste and/or sanitary sludges. Present and past production processes, including dates, and their respective water use shall be identified and evaluated, including ultimate and potential discharge and disposal points and how and where materials are or were received on-site. All discharge and disposal points shall be clearly depicted on a scaled site map.

Information required under this item is intended to identify potential discharges to any on-site disposal system, such as a septic system or lagoon or drywell. As an example, a facility that currently discharges sanitary and other wastes to the public sewer system, but maintained an on-site septic system prior to 1976, would complete this item as follows:

#### EXAMPLE

Discharge Period		Discharge Type	Discharge Location
From	To		
1977	Present	Sanitary/Industrial	Public Treatment Works
1960	1977	Sanitary/industrial	On-site Septic System
1955	1960	Sanitary	On-site Septic System

#### Site Information

Discharge Period		Discharge Type	Discharge Location
From	To		
1977	PRESENT	SANITARY	PUBLIC TREATMENT WORKS
1952	1977	SANITARY	ON SITE SEPTIC SYSTEM
BEFORE 1932	1952	NONE	

- 4B. Provide a narrative of disposal processes for all historic and current process waste streams and disposal points. (attach additional sheets if necessary)

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SEE APPENDIX 1

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5. This question requires the applicant to conduct a diligent inquiry into the current and historic operations at the site to identify all of the potential areas of concern, which formerly or currently exists at the industrial establishment as defined in N.J.A.C. 7:26E-1.8. ...

Diligent Inquiry as defined in N.J.A.C.7:26E-1.8 states:

A. Conducting a diligent search of all documents which are reasonably likely to contain information related to the object of the inquiry, which documents are in such person's possession, custody or control, or in the possession, custody or control of any other person from whom the person conducting the search has a legal right to obtain such documents; and

B. Making reasonable inquiries of current and former employees and agents whose duties include or included any responsibility for hazardous substances, hazardous wastes, hazardous constituents, or pollutants, and any other current and former employees or agents who may have knowledge or documents relevant to the inquiry.

In accordance with N.J.A.C. 7:26E3.1(c)1.v., a narrative shall be provided for each area of environmental concern describing the (A) Type; (B) Age; (C) Dimensions of each container/area; (D) Chemical Content; (E) Volume; (F) Construction materials; (G) Location; (H) Integrity (i.e., tank test reports, description of drum storage pad); and (I) Inventory control records, unless a Department-approved leak detection system, pursuant to N.J.A.C. 7:1E or 7:14B, has always been in place and there is no discharge history. If sampling is not proposed for any identified area of environmental concern, please explain why it is believed that the area of environmental concern does not contain contaminants above the applicable remediation standards. Submit all necessary documentation to verify this belief. The required narrative need not describe the sampling to be completed; however, it should state that sampling will be completed in accordance with the appropriate section of N.J.A.C.7:26E. Detailed descriptions of all remediation activities shall be described in the site investigation report in accordance with N.J.A.C.7:26E-3.13. Note: If the industrial establishment has multiple locations for one type of area of concern (example: underground storage tanks are located in 3 separate areas of the facility), each area must be discussed separately.

Please indicate if any of the potential areas of environmental concern listed below in #5A through #5G, as defined in N.J.A.C. 7:26E-1.8, formerly or currently exist at the industrial establishment by indicating Yes or No in the appropriate space as provided.

For the Location Reference Keyed to Site Map, use either a number or letter identification and be consistent throughout each phase of the remediation, referring to the same identification provided herein.

- Provide the required narrative as an appendix to this report. Do not try to provide a narrative in the space provided

I hereby certify that a diligent inquiry has been conducted to identify all current and historical potential areas of environmental concern and based on the diligent inquiry the areas of environmental concern identified below in question 5A through 5G are the only areas of environmental concern believed to exist at the above referenced industrial establishment.

**A. Bulk Storage Tanks and Appurtenances, including, without limitation :**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Aboveground Storage Tanks and Associated Piping	NO		
Underground Storage tanks and Associated Piping	YES	AOC-C, H, M	1
Silos	NO		
Rail Cars	NO		
Loading and unloading areas	YES	AOC-Q	1
Piping, above ground and below ground pumping stations, sumps and pits	YES	AOC-C, H, S	1

**B. Storage and Staging Areas, including**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Storage pads including drum and/or waste storage	YES	AOC-K,	1
Surface Impoundments and lagoons	NO		
Dumpsters	YES	AOC-N, M	1
Chemical storage cabinets or closets	YES	AOC-A, B	1

**C. Drainage systems and areas including without limitation**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Floor drains, trenches and piping and sumps	YES	AOC-D	1
Process area sinks and piping which receive process waste	Yes	AOC-U	1
Roof leaders when process operations vent to the roof	YES	AOC-O	1
Drainage swales & culverts	YES	AOC-O	1
Storm sewer collection systems	YES	AOC-o	1
Storm water detention ponds and fire ponds	NO		
Surface water bodies	NO		
Septic systems leachfields or seepage pits	YES	AOC-R	1
Drywells and sumps	NO		



**D. Discharge and disposal areas, including, without limitation:**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Areas of discharge per N.J.A.C. 7:1E	YES	AOC-C	1
Waste piles as defined by N.J.A.C 7:26	RE UST SOILS YES	PREVIOUSLY NEAR AOC-R, ON PAVING	
Waste water collection systems including septic systems, seepage pits, & dry wells.	YES	AOC-R	1
Landfills or landfarms	NO		
Sprayfields	NO		
Incinerators	NO		
Historic Fill or any other Fill material	NO		
Open Pipe discharges	NO		

**E. Other areas of concern, including, without limitation:**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Electrical Transformers & Capacitors	YES	AOC-I	1
Hazardous material storage or handling areas	YES	AOC-A, B, E, F, G, H, M	1
Waste Treatment areas	NO		
Discolored or spill areas	YES	AOC-C	1
Open areas away from production areas	NO		
Areas of stressed vegetation	NO		
Underground piping including industrial process sewers	YES	AOC-C, D	1
Compressor vent discharges	YES	AOC-P	1
Non-contact cooling water discharges	NO		
Areas which receive flood or storm water from potentially contaminated areas	NO		
Active or Inactive production wells	NO		

**F. Building interior areas with a potential for discharge to the environment, including, without limitation:**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
Loading or Transfer areas	YES	AOC-Q	1
Waste Treatment areas	NO		
Boiler rooms	YES	AOC-D	1
Air vents and ducts	YES	AOC-B, E, F, L, T	1
Hazardous material storage or handling areas	YES	AOC-A, B, G	1

**G. Any other site-specific area of concern.**

Area of Concern	Currently or Formerly Exists at the Site Yes/No	Location Referenced to the Site Map	Appendix Number
SEE APPENDIX 1			

- 6 If the site area exceeds two acres, an interpretation of the aerial photographic history of the site shall be submitted in accordance with N.J.A.C. 7:26E-3.1(c)1.vi. The interpretation shall be based on available current and historical color, black and white and infrared aerial photographs (scale 1:18,000 or less) of the site and surrounding area at a frequency that provides the evaluator with a historical perspective of site activities. The photographic history shall date back to 1932 or the earliest photograph available. Aerial photographs are available for review at the New Jersey Department of Environmental Protection, Tidelands Management Program, Aerial Photo Library, 9 Ewing Street, Trenton, New Jersey, (609) 633-7369. Note, the applicant is not required to provide the Department with copies of the aerial photographs reviewed only an interpretation of what was observed in each photograph, which may represent an environmental concern.

\_\_\_\_\_ Check here if an aerial photo review was not complete and provide a reason .

Provide the appendix number for the air photo review narratives APPENDIX 2

**7. Discharge History of Hazardous Substances and Wastes, N.J.A.C. 7:26E-3.1(c)1vii :**

- A. Have there been any known discharges of hazardous substances and wastes at the site?

\_\_\_\_\_ No (Go to question #8) X Yes (Complete Items 7B & 7C)

- B. Was the Department notified of the discharge?

X Yes; \_\_\_\_\_ No

If yes, provide the Case # 97-09-02-1247-24

C. Was a no-further-action letter, negative-declaration approval or full-compliance letter issued as a result of the cleanup of this discharge?

\_\_\_\_\_ Yes (Submit a copy of the no-further-action approval)

X No (Submit a complete Site Investigation or Remedial Action Report documenting the action taken to address the discharge) SITE INVESTIGATION IS ON-GOING.

- 8 In accordance with N.J.A.C. 7:26E-3.1 (c) 1.vii, provide a description of any remediation activities previously conducted or currently underway at the site, including dates of discharges, remedial actions taken, and all existing sample results concerning contaminants which remain at the site. Copies of Department or other governmental agency no-further-action approvals should also be provided with a description of the areas to which the no-further-action approvals apply. This information is especially important if the approval was granted for the remediation of a portion of a site or a specific discharge event rather than the entire site subject to this preliminary assessment.

\_\_\_\_\_ Check here if this question does not apply.

Provide the appendix number for the required narrative and data summary 3

9. Protectiveness of past remedies, Order of Magnitude Analysis, N.J.A.C. 7:26E-3.1(c) 1.ix & N.J.A.C. 7:26E, 3.2(a)5

A. Have any areas of concern previously received a No-Further-Action approval from the Department or other equivalent government agency for which no additional remediation is proposed? X No (go to question #10). \_\_\_\_\_ Yes (complete 9B).

B. In accordance with N.J.S.A 58:10B-13(e) the following evaluation of the protectiveness of past remedies shall be completed for all areas of concern for which no further action was previously approved by the Department or other equivalent government agency and for which no additional remediation is proposed. All final sampling results shall be evaluated to determine if contaminant levels remaining on site are in compliance with current remediation criteria. The applicant shall complete the following :

Include a table comparing the levels of contaminants remaining in each area of concern, the numerical remediation standard approved in the remedial action workplan or at the time of no-further-action approval and the numerical remediation standards applicable at the time of the comparison. The table shall contain all sampling results, including sample location, sample media, field and laboratory identification numbers, and method detection limits, as necessary, and analytical results for all individual contaminants for each area of concern.

I hereby certify that the order of magnitude analysis required pursuant to N.J.A.C. 7:26E has been completed, since the issuance of a No-Further-Action approval, negative declaration approval or equivalent remediation approval; and (Check the appropriate statements (1), (2), (3) or (4))

(1) \_\_\_\_\_ The areas of concern listed below contain contaminants above the numerical remediation standard applicable at the time of the comparison, however no further action is required because: (check the appropriate sub statement)

\_\_\_\_\_ (a) The contaminant concentrations remaining in the areas of concern listed below are less than an order of magnitude (factor of 10) greater than the numerical remediation standard applicable at the time of the comparison;

\_\_\_\_\_ (b) The areas of concern or the site was remediated using engineering and institutional controls approved by the Department and these controls are still protective of public health, safety and the environment; or

\_\_\_\_\_ (c) The area of concern or the site was remediated to an approved site specific remediation standard and all of the factors and assumptions which are the basis for

Please list the areas of concern for which the previous statement applies.

Area of Concern	Location Reference Keyed to the Site Map

(2) \_\_\_\_ The areas of concern listed below contain contaminants above the numerical remediation standard applicable at the time of the comparison and further remediation is required because:  
(check the appropriate sub statement)

\_\_\_\_ (a) The contaminant concentrations remaining in the areas of concern listed below are more than an order of magnitude (factor of 10) greater than the numerical remediation standard applicable at the time of the comparison;

\_\_\_\_ (b) The areas of concern or the site was remediated using engineering and institutional controls approved by the Department and these controls are no longer protective of public health, safety and the environment; or

\_\_\_\_ (c) The area of concern or the site was remediated to an approved site specific remediation standard and some or all of the factors and assumptions which are the basis for deriving the site specific remediation standard are no longer valid;

Please list the areas of concern for which the previous statement applies.

Area of Concern	Location Reference Keyed to the Site Map

(3) \_\_\_\_ The areas of concern listed below do not contain contaminants above the numerical remediation standard applicable at the time of the comparison and no further remediation is required.

Please list the areas of concern for which the previous statement applies.

Area of Concern	Location Reference Keyed to the Site Map

(4).\_\_\_\_The contaminant concentrations remaining in the below listed areas of concern are more than an order of magnitude greater than the numerical remediation standard applicable at the time of the comparison. However, no further remediation is required by the person conducting this preliminary assessment, because, in accordance with N.J.S.A. 58:10B13(e), that person is not liable for the contamination pursuant to N.J.S.A. 58:10-23.11g

Please list the areas of concern for which the previous statement applies.

Area of Concern	Location Reference Keyed to the Site Map

# 10 Historical Data on environmental quality at the Industrial Establishment

A. Have any previous sampling results documenting environmental quality of the Industrial Establishment not received a no further action approval from the Département or been denied approval by the Department? (N.J.A.C. 7:26E-3.1(c)1.viii)

  X   Yes (See Attachment #       )        No (Go to 11)

B. Have there been any known changes in site conditions or new information developed since completion of previous sampling or remediation? If sampling results were obtained, but are not part of this application, please explain below (N.J.A.C. 7:26E-3.1©xi):

ON-GOING SITE INVESTIGATION DUE TO DISCHARGE FROM UNDERGROUND STORAGE

TANKS UNDER CASE NO. 97-09-02-1247-24

List all federal, state and local environmental permits at this facility, including permits for all previous and current owners or operators, applied for, received, or both (Attach additional sheets if necessary).

Check here if no permits are involved \_\_\_\_\_

A. New Jersey Air Pollution Control

Permit Number	Expiration Date	Type of Permitted Unit
BNSR #01930891	3-10-98	AIR EMISSION PERMIT/ SPRAY BOOTH
		Renewal Applied for
		Application for second spray booth
		submitted to NJDEP. Certificate not
		yet issued

B. Underground Storage Tank Registration Number 0320177

Size of Tank (Gallons)	Tank Contents
TWO 10000 GALLON	NO. 4 FUEL OIL
	Tanks have been removed

C. New Jersey Pollutant Discharge Elimination System (NJPDDES) Permit

Permit Number	Discharge Type	Discharge Location Keyed to Site map	Expiration Date

D. Resource Conservation and Recovery Act (RCRA) permit # \_\_\_\_\_

E. EPA Identification Number \_\_\_\_\_

F. In accordance with N.J.A.C. 7:26E-3.1(c) xii, list all other federal, state, local government environmental permits for all previous and current owners or operators applied for and/or received for the site including :

- (1) Name and address of the permitting agency
- (2) The reason for the permit
- (3) The permit identification number
- (4) The application date
- (5) The date of approval, denial or status of the application
- (6) The name and current address of the permittees
- (7) The reason for the denial, revocation or suspension if applicable
- (8) The permit expiration date

\_\_\_\_\_ Check here if no other environmental permits were applied for or received for this site.

Provide the appendix # for the required listing if other environmental permits exist for this site 5.

12. In accordance with N.J.A.C. 7:26E-3.1(c)xiii, provide a summary of enforcement actions (including but not limited to, Notice of Violations, Court Orders, official notices or directives) for violations of environmental laws or regulations (attach additional sheets if necessary):

A. Check here if no enforcement actions are involved \_\_\_\_\_ (Go to 13 otherwise complete 12B)

B. (1) Name and address of agency that initiated the enforcement action

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(2) Date of the enforcement action \_\_\_\_\_

(3) Section of statute, rule or permit allegedly violated \_\_\_\_\_

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(4) Type of enforcement \_\_\_\_\_

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(5) Description of the violation \_\_\_\_\_

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(6) How was the violation resolved? \_\_\_\_\_

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13. In accordance with N.J.A.C. 7:26E-3.1(c) xiv, please provide a narrative description of all areas where non-indigenous fill materials were used to replace soil or raise the topographic elevation of the site, including the dates of emplacement. See Appendix 3. Fill associated with UST removal project, Sept. 1997
14. A. In accordance with N.J.A.C. 7:26E-3.2(a) 3.I, submit a scaled site plan, detailing the subject lot and block, property and or leasehold boundaries, location of current and former buildings, fill areas, paved and unpaved areas, vegetated areas, and all areas of concern identified above and all active or inactive wells. See Appendix 6
- B. Scaled historical site maps and facility as built drawings (if available).
- C. A copy of the United States Geologic Survey (USGS) 7.5 minute topographical quadrangle that includes the site and an area of at least one mile radius around the site. The facility location shall be clearly noted. If a portion of the USGS quadrangle is used, the scale, north arrow, contour interval, longitude and latitude with the name and date of the USGS quadrangle shall be noted on the map. See Appendix 6.
15. In accordance with N.J.A.C. 7:26E-3.2, please provide the date that the site visit was completed to verify the findings of the preliminary assessment. 7-28-98



16. List any other information you are submitting or which has been formerly requested by the Department:

Description	Appendix #

**CERTIFICATION:**

The following certification shall be signed by the highest-ranking individual at the site with overall responsibility for that site or activity. Where there is no individual at the site with overall responsibility for that site or activity, this certification shall be signed by the individual having responsibility for the overall operation of the site or activity.

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attached documents, and based on my inquiry of those individuals immediately responsible for obtaining the information, to the best of my knowledge the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information, and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am also aware that if I knowingly direct or authorize the violation of any statute, I am personally liable for the penalties.

Typed/Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sworn to and Subscribed Before Me on this \_\_\_\_\_

Date of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Notary

## APPENDIX 1

INDUSTRIAL SITE RECOVERY ACT  
PRELIMINARY ASSESSMENT REPORT  
FOR  
POTDEVIN MACHINE COMPANY  
200 NORTH STREET  
TETERBORO, BERGEN COUNTY, NJ

ISRA CASE #E-98313

PREPARED FOR:

POTDEVIN MACHINE COMPANY  
200 NORTH STREET  
TETERBORO, NJ

PREPARED BY:

MATRIX ENGINEERING, INC.  
170 HIGHWAY 35  
RED BANK, NJ 07701

October 28, 1998

Industrial Site Recovery Act Preliminary Assessment Report  
For  
Potdevin Machine Company

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Figure 2	Site Plan	Appendix 6

## 1 Introduction

This report is intended to serve as documentation of the Preliminary Assessment that was performed as part of the Industrial Site Recovery Act (ISRA) review at the Potdevin Machine Company facility located in Teterboro, Bergen County, New Jersey. The location of the facility is shown on Figure 1, a copy of the USGS Quadrangle. A plot plan was prepared showing the approximate outline of the property and site features including potential areas of concern. The following outlines certain facility features:

Street Address:	200 North Street
City:	Teterboro
County:	Bergen County
State:	New Jersey
Tax Lot:	9
Tax Block	307
Reference:	Figure #1 – USGS Location Map
Structures:	One brick and block building
Building Sizes	The single building is approximately rectangular with a foot print area of ~108270 square feet
Date of Construction	The building was built in c.1952
Water:	United Water Company
Sanitary Sewer:	Municipal – Bergen County Sewer Authority
Electric:	Public Service Electric and Gas
Natural Gas:	Public Service Electric and Gas
Heating system:	Currently Natural gas. A portion of the building was formerly heated using #4 oil

## 2 Current and Historical Site Ownership and Activities

The ownership history and operational history of the property are outlined below:

**Table 1  
Ownership History**

Property Owner	Operator	From	To
Between Land Company	Golf Course, naturally vegetated	before 1932	c. 1950
Top Notch Realty Corporation	Potdevin Machine Company	c. 1950	c. 1984
RC Realty	Potdevin Machine	c. 1984	Present

**Table 2  
Property Use**

Operator	Use (s)	Dates
Bewteen Land Company	Golf Course, naturally vegetated	c. 1932 - c. 1950
Potdevin Machine Company	Manufacturer of labeling equipment	c. 1950 - present
Bendix	Manufacturer of electrical equipment	c. 1952 - c. 1962
Reynolds Offset Printing	Printing	c. 1962 - c. 1971
Pepsi-Cola	Distributors of soft drinks	c. 1971 - c. 1986
APS Trucking Company	Trucking	c. 1986 - c. 1987
Rivsec, aka Atlantic Coast Fibers	Waste Paper Recycling	c. 1987 - c. 1989
Party Rentals		c. 1989 - present

### **3 Identification of Areas of Concern**

The operations conducted by Potdevin Machine used only small quantities of hazardous materials. One hazardous waste stream was generated in the operations. This was flammable paint wastes from the use of thinners. Non-hazardous wastes generated in the operations included waste cutting oils, other paint wastes, and metal cuttings. Nineteen potential areas of concern were investigated as part of this PAR. Eight of these areas were determined to require further investigation or testing.

The facility subject to this ISRA application consists of one single story brick and block building. This building was built on-grade and has a concrete floor. The concrete floor was found to be good condition. Prior to c. 1974 the parking lot area surrounding the building was covered with gravel. Currently all drives and parking areas are paved with asphalt. The asphalt extends essentially to the limits of the property. Vegetated areas are limited to the grass front

yard and the naturally vegetated areas on the fringes of the property

North Street lies on the northern border of the property and other commercial establishments are located throughout the area on all sides of the subject property. Figure 2, shows the location and size of the building, certain features of the site and each of the areas of concern.

The following Table 3 and 4 lists a detailed description of each of the potential areas of concern (AOC's) and whether sampling is proposed.

**Table 3**  
**Hazardous Material Storage, Handling and Use Areas**

Area of Concern May Key	Location	Material Stored or Description of AOC	Quantity Stored or Used at any One time	Typical Yearly Usage
AOC A	Hazardous material storage area 1. Area has concrete floor in good condition with no recorded incidents of spills. Therefore, no testing is proposed.	1. Glue Product 2. Lube Oil	7680 gals. 8-55 gal. drums	19,445 gals 55 gals
AOC B	Hazardous material storage area 2. Area has concrete floor in good condition with no recorded incidents of spills. Therefore, no testing is proposed.	1. Paints 2. Thinners	8 gallons 2.5 gallons	23 gallons 6 gallons
AOC C	Two 10,000 gallon #4 heating oil tank, south side of building. A discharge was noted and cleaned up when this tank was removed. This has been assigned Case No. 97-09-02-1247-24 and is the subject of an on-going investigation.	1. #4 Heating oil	20,000 gallons	20,000 gals

Area of Concern Map Key	Location	Material Stored or Description of AOC	Quantity Stored or Used at any One-time	Typical Yearly Usage
AOC D	Former Boiler Room. The boiler was located above a concrete floor in good condition. No floor drains were present. Asbestos was removed when the boiler room was demolished in 1996. Sampling is proposed for the area of the underground piping.	1. #4 Heating oil/ 2. asbestos insulation	<5 gph	20,000 gals.
AOC E	Former Paint Spray Booth. Booth was located within the building on a concrete floor in good condition. Air discharges to the roof may have allowed contamination of stormwater runoff (Sampling proposed under AOC-O). No sampling of this area is proposed.	1. Paints 2. Thinners	475 gals. 75 gals.	1250 gals 200 gals
AOC F	Paint Spray Booth. Booth was located within the building on a concrete floor in good condition. Air discharges to the roof may have allowed contamination of stormwater runoff (Sampling proposed under AOC-O). No sampling of this area is proposed.	1. Paints 2. Thinners	475 gals 75 gals	1250 gals 200 gals

AOC G	Paint Storage Area. Paint storage is located within the building on a concrete floor in good condition. No sampling is proposed for this area.	1. Paints 2. Thinners	475 gals 75 gals	1250 gals 200 gals
AOC H	Former underground tanks. The former tenant, Pepsi-Cola, had two underground storage tanks located at the south perimeter of the property along with a fuel dispenser. There is photographic documentation of the tank removals but no formal site assessment was performed. Sampling is proposed for the area of the tanks and dispenser.	1. Gasoline	Unknown	Unknown
AOC I	Electrical Transformer. PCB containing oils may have been used at this location. Sampling of the soils in this area are proposed.	1. Potential PCB oils	<200 gallons	None
AOC J	Former Print Ink Storage. A shed was present near the south perimeter of the property. Sampling of this area is proposed.	1. Print Ink	Unknown	Unknown
AOC K	Former Drum Staging Area. Aerial photo search reveals a drum staging area at the southwest corner of the building. Drums reportedly contained cutting oils. Sampling of this area is proposed.	1. Waste Oils	<400 gallons	< 400 gallons



AOC L	Paint Spray Booth. Booth was located within the building on a concrete floor in good condition. Air discharges to the roof may have allowed contamination of stormwater runoff (Sampling proposed under AOC-O). No sampling of this area is proposed.	1. Paints 2. Thinners	8 gallons 2 ½ gallons	23 gallons 6 gallons
AOC M	Propane UST. The former tenant, Pepsi-Cola, had an underground tank for the storage of propane located at the southeast corner of the building. This tank was removed but there are no records of a site assessment. At this same location a trash dumpster was located after the removal of the propane UST. Sampling of this area is proposed.	1. Propane	Unknown	Unknown

**Table 4**  
**Other Areas of Concern**

Area of Concern Map Key	Location	Description
AOC N	Dumpsters	One dumpster was located on the southwest corner of building. Dumpster was used for non-hazardous solid wastes including scrap metal, waste paper, cardboard etc. Dumpsters were kept on a asphalt paved area. Sampling of this area is proposed under AOC K. No additional sampling is proposed

AOC O	Storm Drains	<p>Storm drains are present that discharge roof runoff via an underground piping network. These drains discharge to the stormwater swale on the east side of the property.</p> <p>The slope of the property is gentle and to the south and east toward the existing stormwater swales surrounding the property. Drainage is from the paved areas overland in a southerly and easterly direction.</p> <p>The paint spray booths at the site discharged to the roof, therefore, stormwater contamination was possible. Sampling of the area of the storm water discharge is proposed.</p>
AOC P	Compressor	<p>A compressor was located inside the building along the southern wall of the building. The compressor was located on the concrete floor of this building. A blow down vent from the compressor was directed outside through the south wall. The concrete pad had a hole drilled in the concrete to allow the drainage of stormwater to the ground. Based on the condition of the concrete pad, testing is proposed for the soils beneath the concrete.</p>
AOC Q	Truck Loading Areas	<p>There are two loading dock areas as outlined below:</p> <p>Southwest Corner of building - Loading of raw materials and removal of wastes was conducted at this loading dock area. The loading area at the rear of this building is concrete covered. The concrete is in good condition. Prior to c. 1994, drums were staged at this area as described in AOC K. Sampling has been proposed for this area.</p> <p>South Side of building. This loading dock area served the various tenants who have occupied the site since construction. The dock has been demolished and reconstructed in 1998. Sampling of this area was implemented as part of the remediation of the two No. 4 fuel oil USTs. No additional sampling of this area is proposed.</p>
AOC R	Sanitary Septic System	<p>A sanitary septic system was present on the site and active up to 1977. Sampling of the area of the septic system is proposed.</p>
AOC S	Asbestos Pipe Insulation	<p>Asbestos pipe insulation is present on &lt;100 feet of pipe. Removal of the asbestos pipe insulation is proposed.</p>

AOC T	Casting Oven	An oven is present which is used for casting metal parts. It is located within the building on a concrete floor in good condition. No sampling of this area is proposed. Oven vents to the roof. See AOC-O.
AOC U	Sink Drain	Drain line from sink goes underground to sewer. This line may have previously discharged to the septic system. No sampling of this area is proposed. This AOC will be addressed through sampling proposed under AOC-R.

Operations at this facility generated only one hazardous waste. The following Table 5 provides the handling of hazardous and non-hazardous wastes at the facility.

**Table 5**  
**Non-Hazardous and Hazardous Waste Disposal Streams**

Waste Stream	Method of Disposal
General Wastes such as paper, cardboard and regular garbage	Disposal is via a covered dumpster (AOC N). The dumpster is located on an asphalt pad on the southwestern corner of the building. Disposal company is DiBella Sanitation. No specific concern has been identified with this dumpster therefore no sampling is proposed. However, this area will be sampled as an investigation of AOC K.
Steel Waste Recycling	Scrap steel generated in operations was stored in a dumpster or drums (AOC-N) for recycling. Scrap steel was recycled at Joe Torre Scrap Metal. No specific concern has been identified with this dumpster, therefore, no sampling is proposed.
Sanitary Disposal	The buildings have been hooked up to the local municipal sewer system since c.1977 (Bergen County Sewer Authority). Prior to c.1977, sanitary wastes from the site were discharged to an on-site septic system located at the western side of the property. Sampling of this area is proposed under AOC R.
Spent Solvent recycling	Spent solvents and paint wastes used at the site were/are stored in drums within the building until picked up by Safety Kleen.

## **4 Explanation of Violations**

The records in the Teterboro Construction Code office indicate several violations had been issued on this site.

- In 1977, Fire Code violations were issued. Deficiencies were corrected. No environmental issues were identified.
- In 1986, Construction Code violations were issued to the tenant, APS Trucking, for violation of the local land use ordinance related to the storage of 20 to 30 vehicles at the site. No environmental issues were identified.
- In 1987, a violation was issued to Rivsec (aka Atlantic Coast Fibers) for violation of the local land use ordinance related to the storage of vehicles within the building. No environmental issues were identified.
- In 1994, a violation was issued to Party Rentals related to the paint spray room and paint storage due to fire code violations. Deficiencies were corrected. No environmental issues were identified.

## **5 Environmental Setting**

The facility is located in the Piedmont or Newark Basin physiographic province of New Jersey. The Newark basin is an elongate northeast-southwest trending fault trough filled with fluvial and lacustrine sediments of latest Triassic to earliest Jurassic age with basalt flows, diabase sills and dikes of early Jurassic age. The basin crops out in a band 16 to 30 miles wide from the Delaware River to the Hudson River. Most of Bergen County lies within this band. A veneer of meadowlands type deposits, unconsolidated glacial related deposits, and weathered shale overlies red shales, mudstones, and siltstones with subordinate sandstone of the Triassic age Passaic Formation. The area surrounding this facility is characterized as a stretch of lowlands bordering a New Jersey meadowlands environment.

The pre-development environment of the area surrounding the site was that of a tidal saltwater wetlands or swampy environment (Meadowlands) bordered on the Hackensack River and its tributaries. The native surface in this area is recognized by the presence of an organic vegetative mat (peat or meadow mat) and/or organic rich clays and silts.

The upper surface soils to a depth of between three and four feet were observed to be fill. Fill was placed during building construction to level the site. The fill observed during tank removal is described as a light brown silty/clayey fine to medium sand with some rock. The fill was observed to be underlain by light gray, mottled, organic, dense and thinly layered (or varved) clay. The clay was observed to extend to the total depth of 14 feet at the deepest excavation. Both soil horizons contain greater than 15% silt/clay.

Potdevin lies within the area that was modified by glacial action of the last Glacial Period (Wisconsin Age). Glacial Lake Hackensack occupied this area during the latter stages of the Wisconsin age. Between 50 and 100 feet of glacio-lacustrine deposits, primarily varved clay, underlie this site as reported in Stanford, S., Witte, R, Harper, D. Hydrologic Character and Thickness of Glacial Sediment of New Jersey, New Jersey Geological Survey, 1990. Varved clays are listed as having low hydraulic conductivities and often act as confining layers.

The area is characterized as flat lying with up to 20 or 30 feet reddish brown sandy clay above rock. First ground water has been measured to be within approximately 5 feet of the surface. Drainage is overland in a southerly and easterly direction, towards the rear of the property.

## **6 Conclusion and Recommendations**

The Potdevin Machine facility used only small quantities hazardous material which included spent paint thinners and paint wastes. In accordance with NJAC 7:26E an investigation was conducted to identify any potential areas of concern. A total of 21 areas were identified that had a potential to be a concern. Rationale for sampling or No Further Action has been presented where applicable. Sampling of ten areas of concern has been proposed.

## **APPENDIX 2**

**INDUSTRIAL SITE RECOVERY ACT  
NARRATIVE OF AERIAL PHOTOGRAPHIC SEARCH  
FOR  
POTDEVIN MACHINE COMPANY  
200 NORTH STREET  
TETERBORO, BERGEN COUNTY, NJ**

**ISRA CASE #E-98313**

On August 17, 1998, aerial photographs of the subject facility were reviewed in the office of Tidelands Management, Trenton, NJ. The following is a summary of findings based on this search.

Photograph	Discussion
1932	The location of the subject site is shown to be a golf course. The location of the building is approximately in the middle of a long fairway.
4/6/40	The location of the subject site is shown to be a golf course. The location of the building is approximately in the middle of a long fairway.
4/7/51	The existing railroad spur off the south side of the property has been installed. The neighboring building on the lot to the northwest is present. The subject site is still vacant. The golf course is no longer visible.
12/5/53	The building is present with the current footprint. Some vehicles are present on the site. No other notable features.
4/12/61	The subject building is present. The building footprint is the same as the present condition. A loading ramp is shown which extends from the tenant side of the building to the RR spur. Numerous vehicles are present at the west, south and east sides of the building. The loading dock on the south side of the building is not present. A small building/shed is present near the south perimeter of the property.
8/20/72	Gasoline dispenser is present at the south perimeter of the property. Loading ramp to the RR spur is not present. The loading dock which was observed at the site in 1997 is present at the south side of the building. The shed at the south perimeter is present. Drums are observed at the southwest corner of the building with some discoloration in the area. A new building is located on the adjacent lot at the southeast corner.
3/29/74	The site appears to be substantially the same as in the 8/20/72 photographs.
9/9/78	The site is paved with clearly visible traffic lines. The drums are not present at the southwest corner of the building. A dumpster is now present in this location. Numerous truck trailers are staged on the property. Materials are staged at the south corner of the building.
1987	Loading dock which is now present at the southwest corner is not present. Footprint of remainder of building is same as present condition. No other notable features.

## **APPENDIX 3**

**INDUSTRIAL SITE RECOVERY ACT  
NARRATIVE OF REMEDIAL ACTIVITIES  
AT  
POTDEVIN MACHINE COMPANY  
200 NORTH STREET  
TETERBORO, BERGEN COUNTY, NJ  
  
ISRA CASE #E-98313**



During the construction of loading docks at the subject site, a discharge of No. 4 fuel oil was discovered. The discharge was reported to the NJDEP hotline and Case No. 97-9-2-1247-24 was assigned. An initial investigation was conducted on September 2, 4 and 5, 1997 and areas of visible contamination were excavated. Contaminated soils were stockpiled for later classification and disposal. Post-excavation soil samples were collected and submitted to All-Service Testing, Inc. (NJ Certification 18712) for analyses to confirm that contamination had been removed in accordance with the NJDEP Cleanup Standards. All sampling was performed in accordance with the NJDEP Field Sampling Procedures Manual, dated May 1992, and with applicable sections of the Technical Requirements for Site Remediation (NJAC 7:26E). The results of laboratory analyses on this first set of post-excavation samples are summarized in Table 1.

**Table 1**  
**Analytical Summary, mg/kg**  
**Post-Excavation Soil Samples, Sept. 4 & 5, 1997**

Sample ID	TPHC	Depth, Ft.
PX-1a	2746	6 - 6.5
PX-2a	15.4	6 - 6.5
PX-3a	51.2	6 - 6.5
PX-4a	50.2	6 - 6.5
PX-5a	295	6 - 6.5
PX-6a	48.3	6.5 - 7
PX-7a	350	6 - 6.5
PX-8a	<12.6	6.5 - 7

The suffix "a" has been added to the sample numbers to distinguish from the samples collected on September 19, 1997

**Table 2**  
**Analytical Summary, mg/kg**  
**Polyaromatic Hydrocarbon Analyses**

Parameter	PX-1a	PX-7a	Residential Soil Cleanup Std	Impact to GW Cleanup Std
TPHC	2746	350	<10000	
NAPHTHALENE	0.375	<0.067	230	100
ACENAPHTHYLENE	<0.070	<0.074	-	-
ACENAPHTHENE	<0.067	<0.069	3400	100
FLUORENE	0.477	<0.155	2300	100
PHENANTHRENE	1.648	<0.121	-	-
ANTHRACENE	<0.086	<0.089	10000	100
FLUORANTHENE	<0.212	<0.222	2300	100
PYRENE	<0.546	<0.118	1700	100
BENZO(A)ANTHRACENE	<0.063	<0.066	0.9	500
CHRYSENE	0.519	<0.094	9	500
BENZO(B)FLUORANTHENE	<0.056	<0.059	0.9	50
BENZO(K)FLUORANTHENE	<0.106	<0.111	0.9	500
BENZO(A)PYRENE	0.165	<0.040	0.66	100
INDENO(1,2,3-CD)PYRENE	<0.071	<0.074	0.9	500
DIBENZO(A,H)ANTHRACENE	<0.048	<0.050	0.66	100
BENZO(G,H,I) PERYLENE	<0.085	<0.088	-	-

Since some results were above 100 ppm, at least 25% of samples over 100 ppm were submitted for PAH analyses. Samples PX-1a and PX-7a were selected and the results of these analyses are presented in Table 2.

On September 18 and 19, 1997, the two 10,000 gallon underground tanks were closed by removal under closure plan approval obtained from the NJDEP (TMS No. C97-0740). Prior to removal of the tank systems, all underground utilities within the work area were identified and marked. The Teterboro municipal authorities were notified and all necessary permits were obtained.

Piping associated with the tank system was disconnected and drained back into the tanks. After purging of all piping, the tanks were checked to determine the amount of liquids/sludges that were left in the tank. Approximately 2900 gallons were pumped from the two tanks.

After removal of all pumpable liquids from the tanks, the tanks were cleaned and removed as outlined in the previously submitted Closure Plan. Once the tanks were

removed, they were inspected for signs of obvious deterioration. One of the tanks was discovered to have a  $\pm 1/8$ " diameter hole. The second tank was in good condition. Approximately 10 feet of underground piping which had been connected to the tanks was also removed from the ground. Holes were also discovered in this piping.

Stained soils were found beneath the tanks and piping. The excavation was advanced in an effort to remove all contaminated soils to meet the soil cleanup standards. A total of 10 post-excavation soil samples were collected during this phase of field work and were submitted to All-Service Testing, Inc. for analyses. All sampling was performed in accordance with the NJDEP Field Sampling Procedures Manual, dated May 1992, and with applicable sections of the Technical Requirements for Site Remediation (NJAC 7:26E).

Results of the analyses of post-excavation soil samples collected at the tank excavation are presented in Table 3.

**Table 3**  
**Analytical Summary**  
**Post-Excavation Soil Samples, Sept. 19, 1997**

Sample ID	TPHC, mg/kg	Depth, Ft.
PX-1b	29.5	13.5 - 14
PX-2b	16.8	13.5 - 14
PX-3b	18.1	14 - 14.5
PX-4b	20.6	14 - 14.5
PX-5b	18.2	12 - 12.5
PX-6b	12.4	12 - 12.5
PX-7b	18.8	13.5 - 14
PX-8b	<12.3	12.5 - 13
PX-9b	<12.8	10.5 - 11
PX-10b	<13.7	10.5 - 11

The suffix "b" has been added to the sample numbers to distinguish from the samples collected on September 5, 1997

On September 26, 1997, additional excavation work was performed to remove the remaining sections of underground piping (approximately 10 linear feet). Stained soil were found beneath the piping. The excavation was advanced in an effort to remove all contaminated soils to meet the soil cleanup standards. Contaminated soils were stockpiled for later classification and disposal. A total of 4 post-excavation soil samples were collected during this phase of field work and were submitted to Analab, Inc. (NJ

Certification No. 12531) for analyses. All sampling was performed in accordance with the NJDEP Field Sampling Procedures Manual, dated May 1992, and with applicable sections of the Technical Requirements for Site Remediation (NJAC 7:26E).

Results of the analyses of post-excavation soil samples collected during this excavation effort are presented in Table 4.

**Table 4**  
**Analytical Summary**  
**Post-Excavation Soil Samples, Sept. 26, 1997**

Sample ID	TPHC, mg/kg	Depth, Ft.
S-1	<4.0	6.5 - 7
S-2	6.7	5.5 - 6
S-3	8.2	6.5 - 7
S-4	<4.1	6 - 6.5

On November 11, 1997, additional excavation work was performed at the east end of the loading dock area. This area was previously inaccessible. Stained soils were also found during the demolition of the loading dock pads in this area. These soils were excavated in an effort to remove all contaminated soils to meet the soil cleanup standards. Contaminated soils were stockpiled for later classification and disposal. A total of 8 post-excavation soil samples were collected during this phase of field work and were submitted to Analab, Inc. for analyses. All sampling was performed in accordance with the NJDEP Field Sampling Procedures Manual, dated May 1992, and with applicable sections of the Technical Requirements for Site Remediation (NJAC 7:26E).

Results of the analyses of post-excavation soil samples collected during this excavation effort are presented in Table 5.

**Table 5**  
**Analytical Summary**  
**Post-Excavation Soil Samples, Nov. 11, 1997**

Sample ID	TPHC, mg/kg	Depth, Ft.
S-21	25	5.5 - 6
S-22	<4.0	4.5 - 5
S-23	<4.0	4.5 - 5
S-24	<3.8	4.5 - 5
S-25	<3.9	4.5 - 5
S-26	<3.5	4.5 - 5
S-27	<4.0	5 - 5.5
S-28	<4.1	5 - 5.5

Three groundwater monitoring wells were installed at the subject site on August 19, 1998 by Wilson Drilling Company, Inc. of Phillipsburg, NJ. Well construction and sampling procedures conformed with the NJDEP Field Sampling Procedures Manual dated May 1992. Groundwater samples were submitted to Analab, Inc. of Edison, NJ (Lab ID# 12531). Analysis of the groundwater samples was conducted for Volatile Organics (EPA 624) and Base Neutral Organics (EPA 625). The results of this testing are presented in Table 6 below. All parameters were tested to be below the Class IIA Groundwater Standards (NJAC 7:9-6) with a method detection limit for each target compound also below this standard. These data confirm that the groundwater has not been impacted at this location. A proposal for no further action relative to this discharge has been prepared.

**Table 6**  
**Analytical Summary, ug/L**  
**Groundwater Sampling Event on 8/18/98**

	MW-1	MW-2	MW-3	GWQS
Toluene	1.1	ND	ND	1000
O-Xylene	1.0	ND	ND	40(T)
Other VO	ND	ND	ND	--
VO TICs, ug/l	137	264	231	
VO TICs, number	5	1 (B)	1 (B)	
Naphthalene	3	ND	ND	NL
Phenanthrene	2	ND	ND	NA
Other BN	ND	ND	ND	--
BN TICs, ug/l	60	17	0	
BN TICs, number	9	2	0	

ND = Not Detected

NL = Not Listed

NA = Not Available

B = Compound also present in blank

**Corporation Service Company**  
2711 Centerville Road Suite 400, Wilmington, DE, 19808  
(302) 636-5400

es Corporation Company

The Prentice-Hall Corporation System, Inc.

21-OCT-02

Transmittal #: 1550433

SETH AUSUBEL  
USEPA  
290 BROADWAY, 19TH FLOOR  
NEW YORK, NY 10007-1866

Re: THE BERRY'S CREEK STUDY AREA  
vs. PARKWAY STERLING REGAL, INC.  
Agent: The Prentice-Hall Corporation System, New Jersey, Inc.  
Case #: N/A

Dear Sir/ Madam:

Legal process has been received by the above referenced agent on behalf of one of the defendants named in the above entitled action. The legal process indicates that you are the attorney of record.

The legal process in this action is being returned to you. We cannot receive it due to the reason(s) listed below. Please call the Secretary of State, or other appropriate state agency, for clarification.

Very truly yours,

Allison OHagan  
Service of Process

Enclosures

**Note:**

The company against whom service is directed has withdrawn from this State. Accordingly, we no longer are the registered agent.

RECEIVED  
10/22/02